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Counsel to the Debtors and  
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
In re: : Chapter 11  
:  
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
: Jointly Administered  
Debtors. :  
- - - - - x

**DEBTORS' APPLICATION FOR ORDER UNDER BANKRUPTCY  
CODE SECTIONS 105(a), 327(a), 328 AND 1107  
AND BANKRUPTCY RULE 2014(a), AUTHORIZING THE  
EMPLOYMENT AND RETENTION OF DJM REALTY SERVICES, LLC  
AS REAL ESTATE CONSULTANT AND ADVISOR TO THE  
DEBTORS EFFECTIVE AS OF NOVEMBER 19, 2008**

The debtors and debtors in possession in the  
above-captioned cases (collectively, the "Debtors"),<sup>1</sup>

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<sup>1</sup> The Debtors are the following entities: The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City

(cont'd)

seek entry of an order, under sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Rules"), authorizing the employment and retention of DJM Realty Services, LLC ("DJM") as real estate consultant and advisor for the Debtors effective as of November 19, 2008. In support of the Application, the Debtors rely upon the Affidavit of Andrew B. Graiser, sworn to on December 12, 2008 (the "Graiser Affidavit"), a copy of which is attached hereto as Exhibit A. In further support of this Application, the Debtors respectfully represent as follows:

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*(cont'd from previous page)*

Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a), 327(a), 328 and 1107, as supplemented by Bankruptcy Rule 2014 and Local Rule 2014-1.

**BACKGROUND**

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia (the "United States Trustee") appointed a statutory committee of unsecured creditors. To date, no

trustee or examiner has been appointed in these chapter 11 cases.

6. Based in Richmond, Virginia, Debtors are a leading specialty retailer of consumer electronics and operate large nationwide electronics stores throughout the United States and Puerto Rico that sell, among other things, televisions, home theatre systems, computers, camcorders, furniture, software, imaging and telecommunications products, and other audio and video electronics.

7. Despite significant revenues, the Debtors have suffered two consecutive years of losses. While the Debtors made every effort to improve their financial performance and implement a global turnaround strategy, they were ultimately unable to consummate a successful restructuring outside of bankruptcy. In large part, the Debtors' chapter 11 filings were due to an erosion of vendor confidence, decreased liquidity and the global economic crisis.

8. Thus, the Debtors commenced these cases with the immediate goals of obtaining adequate postpetition financing and continuing their

restructuring initiatives commenced prior to the Petition Date, including closing 154 stores. In addition, the Debtors will continue to evaluate their business, work closely with their vendors, and enhance customer relations with a goal of emerging from chapter 11 as a financially stable going concern.

**RELIEF REQUESTED**

9. By this Application, the Debtors seek entry of an order, under Bankruptcy Code sections 105(a), 327(a), 328 and 1107 authorizing the employment and retention of DJM as their real estate consultant and advisor in these chapter 11 cases, effective as of November 19, 2008.

**BASIS FOR RELIEF**

10. Prior to the Petition Date, the Debtors were parties to over 700 leases and subleases of non-residential real property (collectively, the "Leases"). The Debtors require qualified real estate consulting and advisory services to assist them in developing and implementing an action plan with respect to real estate properties leased by the Debtors.

11. In addition, on December 5, 2008, the Court approved the Debtors' Motion For Orders Under 11 U.S.C. §§ 105, 363, And 365 (I) Approving Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases For Closing Stores, (II) Setting Sale Hearing Date, And (III) Authorizing And Approving (A) Sale Of Certain Nonresidential Real Property Leases Free And Clear Of Liens, Claims, And Encumbrances, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases, And (C) Lease Rejection Procedures (Docket No. 413) (the "Lease Sale Procedures Motion"). Pursuant to the Lease Sale Procedures Motion, the Debtors intend to market approximately 154 Leases for premises at which the Debtors commenced store closing sales prior to the Petition Date. DJM has already begun assisting the Debtors with this marketing process, and bids on these 154 Leases are due on or before December 15, 2008. DJM's assistance in marketing these Leases in this brief period of time is accordingly necessary to ensure that maximum value is obtained from these Leases, without

incurring administrative expenses for additional months while an extended marketing process is conducted.

**DJM'S QUALIFICATIONS**

12. DJM is a real estate solutions firm whose professionals have been providing corporate real estate services for nearly 15 years. The services of DJM encompass, but are not limited to, real estate lease extrication and rent reduction solutions through the use of procedural and economic leverage, direct relationships with other potential users of excess/underperforming locations, and valuation analysis.

13. The Debtors believe that DJM is well qualified to provide such services, expertise, consultation and assistance. As set forth in the Graiser Affidavit, DJM has assisted and advised numerous chapter 11 debtors in connection with their restructuring efforts. E.g., In re PTI Holding Corporation (London Fog), Case No. 06-50140 (GWZ) (Bankr. D. NV 2006); In re Winn-Dixie Stores, Inc., Case No. 05-03817 (JAF) (Bankr. M.D. Fla. 2005); In re MTS, Incorporated (Tower Records), Inc. Case No. 04-

10394, (PJW) (Bankr. D. Del. 2004); In re Avado Brands, Case No. 04-31555-SAF-11 (Bankr. N.D. Tex. 2004); In re Kmart Corporation, Case No. 02-B02474 (Bankr. N.D. IL. 2002).

#### **SCOPE OF SERVICES**

14. The Debtors desire to retain DJM pursuant to that certain Real Estate Consulting and Advisory Services Agreement (the "Retention Agreement"), by and between the Debtors and DJM Realty Services, LLC, a true and correct copy of which is attached to the Graiser Affidavit as Exhibit B. As more fully set forth in the Retention Agreement, during the term of retention, DJM shall provide the following consulting and advisors services with respect to the Debtors' leases (the "Consulting and Advisory Services"):<sup>2</sup>

- (a) Meeting with the Debtors to ascertain their goals, objectives and financial parameters;
- (b) Negotiating the modification of certain of the Leases, as directed by the

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<sup>2</sup> The following descriptions of certain terms of the Retention Agreement are intended to provide an overview for parties in interest. All parties are directed to the Retention Agreement for the controlling terms of such agreement. To the extent that the descriptions set forth in the Application differ from the terms of the Retention Agreement, the terms of the Retention Agreement control.

Debtors, to obtain rent reductions or other advantageous modifications;

- (c) Negotiating the sale of Owned Properties, and the termination, assignment, sublease or other disposition of certain of the Leases, as directed by the Debtors, including preparing and implementing a marketing plan therefore and assisting the Debtors at an auction of the Leases, if needed;
- (d) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code section 502(b)(6) claims with respect to Leases;
- (e) Negotiating, as requested by the Debtors, extensions of time to assume or reject Leases;
- (f) Providing, as requested by the Debtors, desk-top valuations of certain of the Leases;
- (g) Assisting the Debtors in the documentation of proposed transactions; and
- (h) Reporting periodically to the Debtors regarding the status of negotiations.

**DJM'S DISINTERESTEDNESS**

15. Except as set forth in the Graiser Affidavit, to the best of the Debtors' knowledge, DJM and its professionals (a) do not have any connection with the Debtors, their creditors, or any other party in interest, or their respective attorneys or accountants,

(b) are "disinterested persons" under Bankruptcy Code section 101(14), and as required under Bankruptcy Code section 327(a), and (c) do not hold or represent an interest adverse to the estate.

#### **PROFESSIONAL COMPENSATION**

16. The Debtors have agreed to pay DJM fees ("Fees"), as outlined below and more thoroughly described in the Retention Agreement and payable at the times set forth in the Retention Agreement:

- (a) **Lease Modifications - Monetary Terms:** As to each modification of the monetary terms of a Lease that is later assumed by the Debtor, including but not limited to rent reductions, elimination of percentage rent payments, reductions in terms and reductions or limitations of extra charges, DJM fee shall be a percent of Total Occupancy Cost Savings, as calculated in section 3(a)(i) of the Retention Agreement.
- (b) **Lease Modifications - Non-Monetary Terms:** As to each modification of the non-monetary terms of a Lease, including by not limited to the Debtors' unilateral right to early termination of a Lease and the elimination of continuous operating provisions, DJM shall earn an amount equal \$0.25 per square foot of "rentable area" for the applicable Lease premise.
- (c) **Lease Modifications - Additional Compensation:** If any Lease renegotiation results in the payment of consideration

to the Debtors for execution the Lease modification, then such additional consideration shall be included in the calculation of Total Occupancy Cost Savings for purposes of calculating DJM's Fee under subsection (a) above.

- (d) **Dispositions:** As to each assignment, sublease, or other transfer of a Lease (including lease termination transactions with landlords, the sale of so-called "Designation Rights" but specifically excluding sales to purchasers of substantially all the equity or assets of the Debtors in which DJM was directly responsible for the consummation of any such sale), DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the Gross Proceeds of such disposition. As to each sale of Owned Property, DJM shall earn a fee in an amount equal to three and one-quarter percent (3.25%) of Gross Proceeds of such sale.
- (e) **Reduction in Bankruptcy Claims:** As to each Lease assumed and assigned by the Debtors, DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the amount paid to any landlord to cure defaults existing at the time of the assumption, where such cure amount is reduced below the cure amount that the Debtors reasonably acknowledge is owing. As to each Lease rejected by the Debtor, DJM shall earn a fee in the amount equal to three and three quarters (3.75%) percent of the amount any landlord agrees to reduce or waive the claim it could reasonably assert under § 502(b)(6) or otherwise.

- (f) **Extensions of Time to Assume/Reject Leases:** If the Debtor requests that DJM negotiate with landlords to obtain extensions of time to assume/reject Leases beyond 210 days from the petition date of the Debtor's Bankruptcy Case, then DJM shall be paid for such work at the rate of \$350 per hour.
- (g) **Valuations:** For each Lease for which the Debtor requests a desk-top leasehold valuation, DJM shall earn and be paid a fee of \$400. Up to one half of that fee may be offset by the Debtor against any additional fees owned to DJM hereunder for the applicable Lease. DJM will keep time records for such services as may be required by the Court administering the Bankruptcy Case.
- (h) **Additional Fees:** DJM will be compensated for additional consulting services rendered at the Debtors' specific request and that are not otherwise provided for in the Retention Agreement, at the rate of \$350 per hour. DJM will keep time records for such services as may be required by the Court.
- (i) **Timing of Payment of Fees:** DJM's fees provided for in subsections (a), (b) and (c) above are earned and payable on the earlier to occur of the date that (i) any Court order approving the modified Lease terms shall be final and non-appealable, (ii) the date the Debtors begin to receive the benefits of the renegotiation pursuant to a Lease modification or (iii) the date the Debtor's plan of reorganization or liquidation filed with the Court or the conclusion of the Debtor's Bankruptcy proceeding shall be final and effective.. DJM's fees

provided for in subsection (d) above are earned and payable to DJM upon the closing of any transaction. DJM's fees provided for in subsection (e) above shall be payable on the earlier to occur of the date that (x) the Debtors' plan of reorganization or liquidation filed with the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective or (y) a Court order approving the assumption and assignment of the applicable Lease is final and non-appealable. DJM's fees provided for in subsection (f) above shall be payable upon the delivery to Debtor of a landlord-executed extension of time to assume/reject a Lease. DJM's fees provided for in subsection (g) above shall be payable upon the delivery of each valuation to the Debtor.

17. The Debtors understand that DJM intends to apply to the Court for allowances of compensation and reimbursement of expenses for real estate consulting services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee. Because DJM will be compensated on a monthly basis with certain fees, DJM should not be required to maintain or provide detailed time records in connection with any of its applications unless such applications contain hourly

fees for additional consulting services as set forth in the Retention Agreement.

18. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

**NOTICE**

19. Notice of this Application has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 136). The Debtors submit that, under the circumstances, no other or further notice need be given.

**WAIVER OF MEMORANDUM OF LAW**

20. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Application and all applicable authority is set forth in the Application, the Debtors request that the requirement that all applications be accompanied by a separate memorandum of law be waived.

**NO PRIOR REQUEST**

21. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: Richmond, Virginia  
December 12, 2008

Circuit City Stores, Inc.

/s/ Michelle Mosier  
Michelle Mosier  
Vice President and Controller

Dated: December 12, 2008      SKADDEN, ARPS, SLATE, MEAGHER &  
Richmond, Virginia      FLOM, LLP  
Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
P.O. Box 636  
Wilmington, Delaware 19899-0636  
(302) 651-3000

- and -

SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
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(312) 407-0700

- and -

MCGUIREWOODS LLP

/s/ Douglas M. Foley.  
Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219  
(804) 775-1000

Counsel for Debtors and Debtors  
in Possession

**EXHIBIT A**  
**Graiser Affidavit**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

IN RE:	§	Chapter 11
	§	
CIRCUIT CITY STORES, INC., et al.	§	CASE NO. 08-35653 (KRH)
	§	
DEBTOR.S	§	Jointly Administered
	§	

**AFFIDAVIT OF ANDREW B. GRAISER IN SUPPORT OF  
APPLICATION TO APPROVE THE EMPLOYMENT AND RETENTION OF  
DJM ASSET MANAGEMENT, LLC  
AS REAL ESTATE CONSULTANTS FOR THE DEBTORS**

**STATE OF NEW YORK**      )  
                                )  
**COUNTY OF SUFFOLK**      )

**BEFORE ME**, the undersigned authority, personally appeared Andrew B. Graiser, who, upon being duly sworn, deposed and stated as follows:

1. **Background.** My name is Andrew B. Graiser. I am over the age of twenty-one (21) years, am competent to make this Affidavit, and have personal knowledge of the facts as stated in this Affidavit.

2. I am Co-President and Chief Executive Officer of DJM Asset Management, LLC (“DJM”), a real estate consulting firm that maintains offices at 445 Broadhollow Road, Suite 225, Melville, New York 11747, and I make this affidavit on behalf of DJM (the “Affidavit”). I submit this Affidavit in support of the application (the “Application”) of Circuit City Stores, Inc. and certain of its affiliated entities (collectively “Circuit” or the “Debtors”) for an order pursuant to Section 327(a) of the Bankruptcy Code authorizing the employment and retention of DJM as real estate consultant to the Debtors. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. DJM is a real estate consulting firm with significant experience in the representation of debtors concerning the disposition of leases and the mitigation of bankruptcy claims. DJM has been retained in the past as real estate consultant to Winn-Dixie, Kmart, Heilig Meyers, The Sharper Image, Linens 'N Things and Goody's Family Clothing, among others. DJM is well qualified to act as real estate consultants to the Debtors in this bankruptcy case.

4. **Connections**. To the best of my knowledge and belief, neither I, DJM, nor any principal, consultant or employee thereof, has any connection with the Debtors, their creditors, other parties-in-interest, their respective attorneys, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee (as identified to us by the Debtor), except as disclosed or otherwise described herein, including:

- a. More than two years prior to the filing of the petition in this case, DJM performed certain real estate consulting services for the Debtors. Such work is completed, DJM received full payment for the work it completed and DJM is not a creditor of the Debtors.
- b. An affiliate of DJM, Gordon Brothers Retail Partners, LLC ("GBRP"), is currently engaged (as part of a joint venture) as the Debtors' agent to conduct store closing sales at 154 Circuit store locations. Pursuant to the store closing sales, GBRP (together with its joint venture partner Hilco Merchant resources, LLC) will sell the inventory and furniture, fixtures and equipment at those 154 store locations as set forth in the agency agreement (as amended) between the Company and the GBRP and Hilco merchant Resources joint venture. GBRP may consider future transactions opportunities relating to Circuit, including engagements similar to the current engagement or as an inventory and/or fixtures disposition consultant for the Debtors.
- c. An affiliate of DJM, GB Asset Advisors, LLC ("GBAA"), was engaged in September 2008 by the agent to Circuit's pre-petition senior loan facility to provide certain inventory appraisal services relating to Circuit. Such work is completed and GBAA is not a creditor of the Debtors. Furthermore, GBAA has been asked by the agent for Circuit's debtor-in-possession loan facility to continue performing from time to time inventory appraisal services relating to Circuit, and GBAA may also consider other future transactions opportunities relating to Circuit.
- d. An affiliate of DJM's parent company, Gordon Brothers Group, LLC, owns CompUSA, Inc. ("CompUSA"). Affiliates of CompUSA previously assigned their tenant's interest in five CompUSA leases to Circuit. CompUSA is no longer operating any retail business.
- e. DJM and certain affiliates of DJM have entered into joint venture agreements with affiliates of Kimco, one of Circuit's landlords, in connection with investments in real estate. None of such arrangements are, in the aggregate, material to the business of DJM or its affiliates.
- f. In a matter unrelated to Circuit, an affiliate of DJM is part of a joint venture with an affiliate of New Plan Excel Realty Trust, Inc., an affiliate of Centro, one of Circuit's landlords, to provide real estate disposition services to a third party. That matter is not material to the business of DJM or its affiliate.

5. To the best of my knowledge and belief, except as may be set forth above, DJM, its principals, consultants, and employees:

- a. Are not creditors, equity security holders, or insiders of the Debtors; and
- b. Are not and were not, within two (2) years before the date of the filing of the Debtors' Chapter 11 petition, a director, officer, or employee of the Debtors.

6. As a part of its diverse practice, DJM appears in numerous cases, proceedings and transactions involving attorneys, accountants, investment bankers and financial consultants, some of which may represent claimants and parties-in-interest in these Chapter 11 cases. Further, DJM has in the past, and may in the future, be represented by various attorneys and law firms in the legal community, some of whom may be involved in these proceedings. In addition, DJM has in the past and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors herein in matters upon which DJM is to be employed.

7. DJM may have in the past represented, may currently represent, and likely in the future will represent, in matters wholly unrelated to the Debtors' cases, numerous entities that are listed on Exhibit "A" attached to this Affidavit. DJM has not represented, does not represent, and will not represent any such entity's interest in this bankruptcy case. DJM does not represent any such entity in connection with this bankruptcy case nor does it believe that any relationship it may have with any of the entities listed on Exhibit "A" attached hereto will interfere with or impair DJM's representation of the Debtors in these cases. DJM will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in this bankruptcy case, provided, however, that such services do not relate to, or have any direct connection with, this bankruptcy case.

8. I have reviewed the list of parties-in-interest that is attached as Exhibit A to this Affidavit (collectively, the "Parties-in-Interest").

9. As expected, while the results of these searches revealed no conflict of interest with regard to DJM's anticipated retention as real estate consultant for the Debtors, connections to several Parties-in-Interest were revealed. Those connections are specifically outlined in Section 4 above.

10. Insofar as other connections with Parties-in-Interest are concerned, it is possible that one or more associates or staff members of DJM may have personal or social connections with certain Parties-in-Interest. However, DJM submits that individual affiliations with Parties-in-Interest will not in any way affect the services that DJM proposes to provide to the Debtors.

11. DJM submits that the connections described above do not create a conflict in its retention as real estate consultant to the Debtors.

12. The disclosures identified above are based upon all information reasonably available to DJM at the time of submission of the Application to the Bankruptcy Court for approval. DJM will, to the extent necessary, supplement this Affidavit as may be required by the Bankruptcy Code and Rules if and when any other relationships exist or are modified such that further disclosure is required. DJM will implement appropriate internal procedures to protect the interests of the Debtors in connection with the representations and relationships set forth above.

13. **Compensation.** DJM and the Debtors have entered into an engagement agreement dated as of November 19, 2008 (the "Agreement"), a copy of which is attached hereto as Exhibit B, which Agreement will govern the relationship between DJM and the Debtors. DJM will provide such real estate consulting services as are set forth in the Agreement for the compensation described therein.

14. No promises have been received by DJM, nor any associate or employee thereof, as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Except as set forth in this affidavit, DJM has no agreement with any other entity to share with such entity any compensation received by DJM in connection with these Chapter 11 cases.

[Signature page follows.]

WHEREFORE, affiant respectfully prays for the entry of the order submitted with the Application and for such other and further relief as may be just and proper.

DJM Asset Management, LLC

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Andrew B. Graiser, Co-President  
445 Broad Hollow Road, Suite 225  
Melville, New York 11747

Sworn to before me this    day  
of December 2008

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Notary Public  
My Commission Expires:

EXHIBIT A

Parties-in-Interest

**The Debtors**

Abbott Advertising Agency, Inc.  
CC Aviation, LLC  
CC Distribution Company of Virginia, Inc.  
Circuit City Properties, LLC  
Circuit City Purchasing Company, LLC  
Circuit City Stores, Inc.  
Circuit City Stores PR, LLC  
Circuit City Stores West Coast, Inc.  
Courcheval, LLC  
InterTAN, Inc.  
Kinzer Technology, LLC  
Mayland MN, LLC  
Orbyx Electronics, LLC  
Patapsco Designs, Inc.  
Prahs, Inc.  
Sky Venture Corporation  
Ventoux International, Inc.  
XS Stuff, LLC

**Non-Debtor Affiliates**

Asian Sourcing & Procurement Services Co. Ltd.  
Circuit City Global Sourcing Ltd  
Early Adopter Fund, LLC  
InterTAN Canada, Ltd  
InterTAN France SNC  
InterTAN Ontario Ltd.  
PlumChoice, Inc.  
Sixth Street Marketplace, LP  
St. Tammany Oaks Subdivision Association LLC  
Theater Xtreme Entertainment Group, Inc.

**Directors and Officers**

Baldyga, Lisa  
Barretta, Henry P.  
Besanko, Brue H.  
Bossin, Alan  
Bradley, Brian S.  
Breitenbecher, Kelly E.  
Brill, Ronald M.  
Byrd, Carolyn H.  
Cuthbertson, Ron  
Daoust, Ean  
Dunn, Philip J.  
Fairbairn, Ursula O.  
Feigin, Barbara S.  
Foss, Michael E.  
Grove, Jacqueline  
Hardyman, James F.  
Harlow, John T.  
Hedgebeth, Reginald D.  
Heidemann, Lyle G.  
Jonas, Eric A., Jr.  
Kane, Alan  
Kelly, John J.  
King, Alan B.  
Kornstein, Don R.  
Ma, Jeric  
Marcum, James A.  
McDonald, Jeffrey A.  
Mosier, Michelle  
Mulleady, John  
Oakey, John A., III  
Owen, Linda M.  
Pappas, Steven P.  
Ramsey, Daniel W.  
Mith, Marlies A.  
Salovaara, Mikael  
Schoonover, Philip J.  
Spainhour, J. Patrick  
Spurling, Richard D.  
Stone, Jeffrey S.  
Swidler, Gerald L.  
Turner, Ronald L.  
Wahle, Elliot

Wong, Mark J.  
Woo, Carolyn Y.

**Businesses Affiliated with Directors and Officers**

AFC Enterprises  
Air Products and Chemicals Inc.  
Aon Corporation  
Bally Total Fitness Holding Corporation  
Centex Corporation  
Home Depot International  
Iconix Brand Group Inc.  
Lexmark International Inc.  
Nisource Inc.  
Pan American Life Insurance  
Stride Rite Sourcing International  
Sunoco Inc.  
Textron Lycoming Corporation  
The Brink's Company  
The Servicemaster Company  
True Value Company  
Varsity Brands Inc.  
VF Corporation  
Wabco Holdings

**Significant Shareholders**

J. Richard Atwood  
Classic Fund Management Aktiengesellschaft  
First Pacific Advisors LLC  
HBK Investments LP  
HBK Management LLC  
HBK Master Fund  
HBK Master Fund LP  
HBK Partners II LP  
HBK Services LLC  
Robert L Rodriguez  
Mark J Wattles

**Prepetition and Postpetition Secured Lenders**

Ableco Finance LLC  
Bank of America, N.A.  
Burdale Finance Ltd.  
Capital One Leverage Finance Corporation  
Crystal Capital  
Fifth Third Bank  
General Electric Capital Corporation  
GMAC Commercial Finance LLC  
JPMorgan Chase Bank, N.A.  
National City Business Credit, Inc.  
PNC Bank, N.A.  
SunTrust Bank  
Textron Financial Corporation  
UBS Loan Finance LLC  
UPS Capital Corporation  
Wachovia Capital Finance Corporation  
Webster Financial Corporation  
Wells Fargo Retail Finance, LLC

**Merchandise Creditors**

Alliance Entertainment  
Apple  
Audiovox  
Belkin Logistics Inc.  
Buena Vista Home Video  
Columbia Tristar Home Video  
Dlink Systems  
Eastman Kodak Company  
Electronic Arts  
Epson America Inc.  
Fox Home Entertainment  
Fuji Photo Film USA  
Garmin International Inc.  
Hewlett-Packard  
Hisense USA Corporation

Kingston Technologies  
Klipsch Audio Technologies, LLC  
Lenovo, Inc.  
Lexmark International Inc.  
Linksys  
Logitech Inc.  
Microsoft Corporation  
Microsoft Xbox  
Mitsubishi Digital Electronics  
Monster Cable Products  
Nikon Inc.  
Olympus Corporation  
Omnimount Systems Inc.  
Oncorp US, Inc.  
Onkyo USA Corporation  
Panasonic North America  
Paramount Home Video  
Pioneer Electronics (USA) Inc  
Samsung Electronics America Inc.  
Samsung Opto Electronics Inc.  
Sandisk Corporation  
Sharp Electronics Corporation  
Sony Computer Entertainment  
Sony Electronics Inc.  
Stillwater Designs Inc.  
THQ Inc.  
Tomtom Inc.  
Toshiba America Consumer Products  
Toshiba Computer Systems Division  
Universal Distribution Records  
Vizio  
Warner Home Video  
Western Digital Technologies  
Zenith Electronics Corporation

**Vendors and Major Contract Parties**

Alpha Security Products  
American Systems Corporation  
Andrews Electronics Inc.  
Bailiwick Data Systems Inc.  
CDW Direct LLC  
Clay Inc, Bruce  
Clickit Inc.  
Cormark Inc.  
Corporate Express  
Corporate Facilities Group  
Cosco  
DC Power Solutions  
Eastern Security Corporation  
Eleet's Logistics  
Ereplacements LLC  
Fire Materials Group LLC  
Gorilla Nation Media  
Graphic Communications  
Illinois Wholesale Cash Register  
Innerworkings LLC  
J&F Mfg Inc  
JLG Industries Inc.  
Nextag  
NFL Enterprises LLC  
North American Roofing Systems Inc.  
Northern Wire Productions  
Orbis Corporation  
Pricegrabber.Com LLC  
PTR Compactor & Baler Company  
Quebecor World KRI  
Retail Maintenance Services LLC  
Samsung Electronics America Inc.  
Shopping.Com Inc.  
Shopzilla Inc.  
Sony  
Specificmedia Inc.  
Standard Electric  
Streater Inc.  
Swiff Train Company

Trane  
Tremor Media  
Universal Fixtures & Display  
US Signs  
USIS Commercial Services Inc.  
Vance Baldwin  
Vanguard Products Group Inc.  
Vector Security  
Virginia Electronic Components  
Wayne Dalton Corporation  
Weather Channel Interactive, The

**Fifty Largest Unsecured Creditors**

Advertising.com  
Alliance Entertainment  
Apex Digital Inc  
Audiovox  
Belkin Logistics Inc.  
Bethesda Softworks  
Buena Vista Home Video  
Columbia Tristar Home Video  
Dlink Systems  
Eastman Kodak Company  
Fox Home Entertainment  
Fuji Photo Film USA  
Garmin International Inc.  
Graphic Communications  
Hewlett-Packard  
Hisense USA Corporation  
IBM  
IBM Strategic Outsourcing Wire  
Incomm  
Kensington Computer Products Group  
Kingston Technologies  
Klipsch Audio Technologies LLC  
Lenovo, Inc.  
Lexar Media Inc.  
Lexmark International Inc.  
Linksys  
Microsoft Corp Consignment  
Microsoft Xbox Consignment  
Mitac USA Inc.  
Mitsubishi Digital Electronics  
Monster Cable Products  
Navarre Consignment  
Navarre Corporation  
Nikon Inc.  
Olympus Corporation  
Omnimount Systems Inc.  
Oncorp US, Inc.  
Onkyo USA Corporation  
Panasonic North America  
Paramount Home Video  
Pioneer Electronics (USA) Inc.  
Samsung Electronics America  
Sandisk Corporation  
Sharp Electronics Corporation  
Simpletech  
Sony Computer Entertainment  
Sony Electronics Inc.  
Stillwater Designs Inc.  
THQ Inc. (ValuSoft)  
Toshiba America Business Solutions Inc.  
Toshiba America Consumer Products  
Toshiba Computer Systems Division  
Vizio  
Vtech Communications Inc.  
Vtech Electronics  
Warner Home Video  
Zenith Electronics Corporation

**Consignors**

foneGear  
Intuit Inc.  
Memorex Products, Inc.

Navarre Corporation  
Panasonic Consumer Electronics Company  
Pinnacle Systems, Inc. (Avid Tech Inc.)  
THQ Inc. (ValuSoft)

**Credit Card Companies and/or Processors**

American Express  
Chase Bank, USA  
Discover Card  
IPS Card Solutions, Inc.  
MasterCard  
ValueLink  
Visa Inc.

**Insurers**

American Empire Excess & Surplus Lines  
American Home Assurance Company  
Arch Insurance Group  
Axis Reinsurance Company  
Axis Surplus Insurance Company  
Chubb  
CNA Global Specialty Lines  
Continental Casualty Company  
Essex Insurance Company  
Executive Risk Indemnity Inc.  
Federal Insurance Company  
Fireman's Fund Insurance Company  
Glacier Re  
Global Aerospace, Inc.  
Global Excess Partners  
Great American Assurance Company  
Great American Insurance Company  
Industrial Risk Insurers  
Integon Specialty Insurance Company  
Lancashire Insurance Company (UK) Ltd  
Landmark American Insurance Company  
Lexington Insurance Company  
Liberty Mutual Fire Insurance Company  
Lloyds of London  
National Liability & Fire Insurance Company  
National Union Fire Insurance Company  
Ohio Casualty Insurance Company  
Old Republic Risk Management Inc.  
Princeton Excess & Surplus Lines Insurance Co.  
RSUI Indemnity Company  
St. Paul Mercury Insurance Company  
State National Insurance Company  
Westchester Surplus Lines Insurance Company  
XL Specialty Insurance Company  
Zurich American Insurance Company

**Third Party Administrators**

Aetna Life Insurance Company  
Alliance Entertainment Corporation  
American Express Travel Related Services Company  
American Express Trust Company  
Aon Inc.  
Assurant Inc.  
Avista Advantage, Inc.  
Beecher Carlson Insurance Services  
Computerized Waste Systems  
CTSI  
E-Count  
Empire Blue Cross Blue Shield  
Hewitt Associates LLC  
IBM  
Jardine Lloyd Thompson Canada  
Kaiser Permanente  
Marsh USA, Inc.  
Medco Health Solutions  
Mercer Insurance Group  
Mid-Atlantic Vision Service Plan, Inc.  
Navigant Consulting, Inc  
Specialty Risk Services  
Tango, Inc.

Triple-S Management Corporation  
Vision Service Plan  
Wachovia Bank, N.A.

**Utility Providers**

Accent Energy  
American Electric Power Company  
American Water Company  
Alabama Gas Corporation  
Alabama Power  
Alameda County Water District  
Albemarle County Service Authority  
Albuquerque Bernalillo County Water  
Alderwood Water District  
Allegheny Power  
Alliant Energy/WP&L  
Alltel  
Altoona City Authority  
Ameren CIPS  
Ameren UE  
Ameren CILCO  
Ameren IP  
American Water & Energy Savers  
American Water Service, Inc.  
Anne Arundel County Water and Wastewater  
Anniston Water Works, AL  
Arizona Public Service  
Aqua New Jersey  
Aquarion Water Company of CT  
Aquila, Inc.  
Arch Wireless  
Arkansas Oklahoma Gas Corporation  
Arkansas Western Gas Company  
Artesian Water Company, Inc.  
Ashwaubenon Water & Sewer Utility  
AT&T  
AT&T (Ameritech)  
AT&T (Bellsouth)  
AT&T (Pacific Bell)  
AT&T (SNET)  
AT&T (Southwestern Bell)  
AT&T Mobility  
Athens Clarke County, GA  
Athens-Clarke County Stormwater Utility  
Atlantic City Electric  
Atmos Energy  
Augusta Utilities Department  
Aurora Water  
Astell Natural Gas System  
Autoridad de Acueductos y Alcantarillado  
Autoridad de Energia Electrica  
Avaya  
Avista Utilities  
Bangor Gas, ME  
Bangor Hydro Electric Company  
Bangor Water District  
Bay State Gas  
Bell South  
Bellevue City Treasurer, WA  
Belmont County Sanitary Sewer District, OH  
Bexar County WCID  
Baltimore Gas & Electric  
Board of Public Utilities-Cheyenne, WY  
Board of Water Supply/HI  
Board of Water Works of Pueblo, CO  
Borough of Chambersburg, PA  
Braintree Electric Light Department  
Braintree Water & Sewer Dept  
Brazoria County MUD #6  
Brick Township Municipal Utilities  
Brighthouse Networks  
Brownsville Public Utilities Board  
Brunswick-Glynn County, GA  
Bucks County Water & Sewer Authority  
California Water Service-Bakersfield

Canton Township Water Dept, MI	City of Cuyahoga Falls, OH
Cape Fear Public Utility Authority	City of Dallas, TX
Cascade Natural Gas	City of Daly City, CA
Center Township Water & Sewer Authority	City of Danbury, CT
CenterPoint Energy Services Inc.	City of Daphne, AL
Central Georgia EMC	City of Daytona Beach, FL
Central Hudson Gas & Electric Company	City of Dearborn, MI
Central Maine Power	City of Decatur, IL
CenturyTel	City of Denton, TX
Charleston Water System	City of Dover, DE
Charlotte County Utilities	City of Durham, NC
Charter Communications	City of East Point, GA
Charter Township of Bloomfield, MI	City of Escondido, CA
Charter Township of Meridian, MI	City of Falls Church, VA
Chattanooga Gas Company	City of Fayetteville, AR
Chesapeake Utilities	City of Florence, SC
Chesterfield County Utilities Department	City of Folsom, CA
Cheyenne Light, Fuel & Power	City of Fort Lauderdale, FL
Cincinnati Bell	City of Fort Myers, FL/340
Citizens Gas & Coke Utility	City of Fort Smith, AR
Citrus Heights Water District	City of Fredericksburg, VA
City and County of Denver, CO	City of Fresno, CA
City of Abilene, TX	City of Frisco, TX
City of Alcoa Utilities, TN	City of Fullerton, CA
City of Alexandria, LA	City of Garland Utility Services
City of Altamonte Springs, FL	City of Gastonia, NC
City of Amarillo, TX	City of Glendale, CA - Water & Power
City of Ammon, ID	City of Goodyear, AZ
City of Ann Arbor Treasurer, MI	City of Grand Rapids, MI
City of Ardmore, OK	City of Grandville, MI
City of Arlington, TX	City of Groveland, FL
City of Asheville, NC	City of Groveland, FL
City of Atlanta, GA-Dept of Watershed Mg	City of Gulfport, MS
City of Austin, TX	City of Harrisonburg, VA
City of Avondale, AZ	City of Hattiesburg, MS
City of Baltimore, MD	City of Hialeah, FL-Dept of Water & Sewer
City of Batavia, IL	City of Hickory, NC
City of Beaumont, TX	City of High Point, NC
City of Berwyn, IL	City of Houston, TX - Water/Wastewater
City of Bethlehem, PA	City of Humble, TX
City of Bloomington, IL	City of Huntington Beach, CA
City of Bloomington, MN	City of Hurst, TX
City of Boca Raton, FL	City of Independence, MO
City of Boulder, CO	City of Jacksonville, NC
City of Boynton Beach, FL/Utilities Dept	City of Joliet, IL
City of Brea, CA	City of Keene, NH
City of Bridgeport, WV	City of Keizer, OR
City of Brighton, MI	City of Killeen, TX
City of Brockton, MA	City of Kingsport, TN
City of Brookfield, WI	City of La Habra, CA
City of Buford, GA	City of Lafayette, IN
City of Burbank, CA	City of Lake Charles, LA
City of Burnsville, MN	City of Lake Worth, TX
City of Calumet City, IL	City of Lakewood, CA
City of Cape Coral, FL	City of Lakewood, CO
City of Carmel, IN	City of Laredo, TX
City of Cedar Hill, TX	City of League City, TX
City of Cedar Park, TX	City of Leominster, MA
City of Chandler, AZ	City of Lewisville, TX
City of Charlottesville, VA	City of Livermore, CA
City of Chicago, IL Dept. of Water	City of Long Beach, CA
City of Clearwater, FL	City of Longview, TX
City of Cocoa, FL	City of Lufkin, TX
City of Colonial Heights, VA	City of Lynnwood, WA
City of Columbia, MO	City of Madison Heights, MI
City of Columbia, SC	City of Mansfield, TX
City of Columbus, OH	City of Manteca, CA
City of Concord, NC	City of Maple Grove, MN
City of Concord, NH	City of Marion, IL
City of Coon Rapids, MN	City of Martinsville, VA
City of Coral Springs, FL	City of McHenry, IL
City of Corpus Christi, TX-Utility Busing	City of McKinney, TX
City of Countryside, IL	City of Melbourne, FL
City of Covina, CA	City of Merced
City of Crystal Lake, IL	City of Meriden Tax Collector, CT

City of Mesa, AZ	City of Sunnyvale, CA
City of Mesquite, TX	City of Tallahassee, FL - Util Dept
City of Midland, TX	City of Tampa, FL
City of Midwest City, OK	City of Taunton, MA
City of Millville, NJ	City of Taylor, MI
City of Minnetonka, MN	City of Temple, TX
City of Modesto, CA	City of Thornton, CO
City of Monrovia, CA	City of Toledo, OH
City of Montebello, CA	City of Torrance, CA
City of Morgan Hill, CA	City of Troy, MI
City of Muskegon, MI	City of Tucson, AZ
City of Myrtle Beach, SC	City of Tukwila, WA
City of Naperville, IL	City of Tulsa, OK
City of Niles, OH	City of Turlock, CA
City of Norman, OK	City of Tuscaloosa, AL
City of North Canton, OH	City of Tyler, TX
City of Norton Shores, MI	City of Vero Beach, FL
City of Norwalk, CA	City of Victorville, CA
City of Novi, MI	City of Vienna, WV
City of OFallon, IL	City of Virginia Beach, VA
City of Oklahoma City, OK	City of Waco, TX
City of Olympia, WA	City of Warner Robins, GA
City of Orange, CA	City of Webster, TX
City of Orem, UT	City of West Jordan, UT
City of Oxnard, CA	City of West Palm Beach/Utilities
City of Pasadena, CA	City of Westland, MI - Dept. 180701
City of Pasadena, TX	City of Wichita Falls, TX
City of Pembroke Pines, FL	City of Wichita Water Department, KS
City of Pensacola, FL	City of Wilmington, DE
City of Peoria, AZ	City of Wilmington, NC
City of Phoenix, AZ	City of Winston-Salem, NC
City of Pittsburg, CA	City of Woodbury, MN
City of Plano, TX	City of Yuma, AZ
City of Plantation, FL	City Utilities (Fort Wayne, IN)
City of Pontiac, MI	City Utilities of Springfield, MO
City of Port Arthur, TX	City Water & Light
City of Port Richey, FL	City Water Light & Power, Springfield IL
City of Portage, MI	Clackamas River Water
City of Portland, OR	Clarksville Department of Electricity
City of Portsmouth, NH	Clarksville Gas & Water Department
City of Raleigh, NC	Clearwater Enterprises, L.L.C.
City of Rancho Cucamonga, CA	Cleco Power LLC
City of Redding, CA	Cleveland Utilities
City of Richland, WA	Coachella Valley Water District
City of Richmond, VA	Cobb County Water System
City of Rochester Hills, MI	College Station Utilities - TX
City of Rockford, IL	Colorado Springs Utilities
City of Rockwall, TX	Columbia Gas of Kentucky
City of Roseville, CA	Columbia Gas of Maryland
City of Roseville, CA	Columbia Power & Water Systems
City of Roseville, MI	Columbus City Utilities
City of Round Rock, TX	Columbus Water Works
City of Salisbury, NC	Com Ed
City of San Bernardino, CA - Water	Comcast
City of San Diego, CA	Compton Municipal Water Dept
City of San Luis Obispo, CA	Con Edison
City of Santa Barbara, CA	Con Edison Solutions
City of Santa Maria, CA	Connecticut Light & Power
City of Santa Monica, CA	Connecticut Natural Gas Corporation
City of Santa Rosa, CA-Water & Sewer	Connecticut Water Company
City of Savannah, GA	Connexus Energy
City of Sebring, FL	Consolidated Communications
City of Selma, TX	Consolidated Mutual Water
City of Sherman, TX	Consolidated Waterworks District #1
City of Shreveport, LA-D O W A S	Consumers Energy
City of Signal Hill, CA	Contra Costa Water District
City of Slidell, LA	County of Henrico, VA
City of Somerville, MA	Cox Communications
City of Southaven, MS	CPS Energy
City of Southlake, TX	Cucamonga Valley Water District
City of St. Cloud, MN	Dakota Electric Association
City of St. Peters, MO	Davidson Telecom LLC
City of Steubenville, OH	Dayton Power & Light
City of Sugar Land, TX	Delmarva Power DE/MD/VA
City of Summerville, Armuchee	Delta Charter Township, MI

Denver Water  
Deptford Township MUA, NJ  
Direct Energy  
Division of Water, City of Cleveland OH  
Dixie Electric Cooperative  
Dominion East Ohio  
Dothan Utilities  
Douglasville-Douglas County GA  
DTE Energy  
Dublin San Ramon Services District  
Duke Energy  
Dupage County Public Works  
Duquesne Light Company  
East Bay Municipal Utility District  
East Brunswick Water Utility  
Eastern Municipal Water District  
Easton Suburban Water Authority  
Easylink Services Corporation  
El Paso Electric Company  
El Paso Water Utilities  
El Toro Water District  
Electric City Utilities/City of Anderson  
Electric Power Board-Chattanooga  
Elizabethtown Gas  
Elmira Water Board NY  
Elyria Public Utilities  
Embarq Communications  
Emerald Coast Utilities Authority  
Entergy Arkansas, Inc.  
Entergy Gulf States LA, LLC  
Equitable Gas Company  
Erie County Water Authority  
Evansville, IN Waterworks Dept  
Everett Utilities  
Fairfax Water - VA  
Fairfield Municipal Utilities  
Fairpoint Communications  
Fewtek Inc.  
First Utility District of Knox County  
Flint EMC, GA  
Flint Township-Board of Public Works  
Florence Water & Sewer Commission  
Florida City Gas  
Florida Power & Light Company  
Florida Public Utilities Co, DeBary  
Floyd County Water Department  
Fontana Water Company  
Fort Collins Utilities  
Fort Worth Water Dept, TX  
Frederick County Division of Utilities  
Frontier  
Fruitland Mutual Water Company  
Gainesville Regional Utilities  
Gas South  
Geoff Patterson, Receiver of Taxes  
Georgia Power  
Golden State Water Company  
Grand Chute Utilities  
Grand Traverse County Dept of Pub Works  
Granite Telecommunications  
Greater Augusta Utility District, ME  
Greater Cincinnati Water Works  
Green Bay Water Utility  
Green Mountain Power  
Greene County - Department of Public Wor  
Greenville Utilities Commission, NC  
Greenville Water System, SC  
GreyStone Power Corporation  
Gulf Power  
Gwinnett Co. Water Resources  
Hamilton Township  
Hampton Roads Utility Billing Services  
Harker Heights Water Department, TX  
Harpeth Valley Utilities District  
Harrisonburg Electric Commission  
Hawaiian Electric Company, Inc.  
Hawaiian Telecom  
Hayward Water System  
Helix Water District  
Hernando County Utilities, FL  
Hicksville Water District  
Highland Sewer & Water Authority  
Highland Utilities Dept, IN  
Highlands Ranch Metro Districts  
Hillsborough County Water Resource Ser.  
Holland Board of Public Works  
Holland Charter Township, MI  
Holyoke Gas & Electric Department  
Holyoke Water Works, MA  
Huntsville Utilities, AL  
Idaho Power  
Imperial Irrigation District, CA  
Indian River County Utilities, FL  
Indianapolis Power & Light  
Indianapolis Water Company  
Insight  
Intercall  
Intermountain Gas Company  
Intermountain Rural Electric Association  
Irvine Ranch Water District  
Jackson Electric Membership Corp, GA  
Jackson Energy Authority  
Jackson Water Collection, MI  
Jacksonville Electric Authority  
Jefferson County AL, Sewer Service Fund  
Jefferson Parish, LA  
Jersey Central Power & Light  
Johnson City Power Board  
Johnson City Utility System  
Kansas City Power & Light Company  
Kansas Gas Service  
KCMO Water Services Department  
Keynote Red Alert  
Kissimmee Utility Authority  
Knoxville Utilities Board  
Kentucky Utilities Company  
Laclede Gas Company  
Lafayette Utilities Systems  
Lake Apopka Natural Gas District, FL  
Lake County Dept of Public Works, IL  
Lakehaven Utility District  
Lakeland Electric/City of Lakeland,FL  
Lansing Board of Water & Light  
Lee County Electric Cooperative  
Lincoln Electric System  
Long Island American Water, NY  
Long Island Power Authority  
Los Angeles County Dept. of Public Works  
Los Angeles Dept of Water & Power  
Loudoun Water  
Louisville Water Company  
Lubbock Power Light & Water  
Lycoming County Water & Sewer Authority  
Macon Water Authority  
Madison Gas and Electric - WI  
Madison Suburban Utility District  
Madison Water/Sewer/Storm Utilities, WI  
Manchester Water Works  
Marin Municipal Water District  
Martin County Utilities  
McAllen Public Utilities -TX  
MCI  
Manatee County Utilities Cust Serv  
Medford Water Commission, OR  
Memphis Light, Gas & Water Division  
Merced Irrigation District  
Merchantville - Pennsauken  
Met-Ed  
Metro  
Metro Technology, Inc. (AL)

Metro Water Services TN	Pinellas County, FL-Utilities
Metropolitan St. Louis Sewer District	Plaza Mill Limited
Miami-Dade Water and Sewer Dept.	PNM Electric & Gas Services
MidAmerican Energy Company	Portland General Electric
Mid-Carolina Electric Cooperative	Portland Water District - ME
Middle Tennessee Electric Membership	PPL Utilities
Milwaukee Water Works	Prattville Water Works Board
Mishawaka Utilities	Progress Energy Carolinas, Inc
Mississippi Power	Providence Water
Missouri Gas Energy	Public Service Electric & Gas Company
Mobile Area Water & Sewer System	PSNC Energy (Public Service Company of NC)
Modesto Irrigation District	Public Service of New Hampshire
Monroe County Water Authority	Public Works Commission, City of Fayetteville
Monte Vista Water District	Puerto Rico Telephone
Montgomery Water Works	Puget Sound Energy
Mount Laurel Municipal Utilities	Prince William County Services
Mount Pleasant Waterworks, SC	Questar Gas
Mountaineer Gas	Qwest
Nashville Electric Service	Racine Water & Wastewater Utilities, WI
National Fuel	Rancho California Water District
National Grid	Regional Water Authority, CT
Nevada Power Company	Research In Motion
New Braunfels Utilities, TX	Rochester Gas & Electric
New England Gas Company	Ritter Communications
New England Water Utility Services, Inc.	Riverdale City Corporation
New Hampshire Gas Corporation	Riverside Public Utilities, CA
New Jersey Natural Gas Company	Roanoke Gas Company
New Mexico Utilities, Inc.	Rocky Mount Public Utilities
Newport News Waterworks	Sacramento County Utilities
Nextel Communications	Sacramento Municipal Utility District
Nicor Gas Transportation	Saddleback Communications
Nicor Gas	Saint Paul Regional Water Services
Northern Indiana Public Service Company	Salt Lake City Corporation
North Attleborough Electric	San Angelo Water Utilities
North Attleborough Public Works	San Antonio Water System
North Little Rock Electric	San Diego Gas & Electric
North Shore Gas	San Jose Water Company
North State Communications	Santa Buckley Energy
North Wales Water Authority	Santa Cruz Municipal Utilities
Northampton Borough Municipal Authority	Santa Margarita Water District-SMWD
Northern Utilities Natural Gas	Santee Cooper
Northern Virginia Electric Cooperative	Sarasota County Environmental Services
NSTAR/	Sawnee EMC
NW Natural	South Carolina Electric & Gas
NYC Water Board	Sebring Gas System Inc.
New York State Electric & Gas	Second Taxing District Water Department
O.C.W.S. Okaloosa County	Semco Energy Gas Company
Ocala Electric Utility, FL	Sempra Energy Solutions
Oceanic Time Warner Cable	SFPUC-Water Department, CA
Onondaga County Water Authority	Shelby Township Dept of Public Works
Oklahoma Gas & Electric Service	Sierra Pacific Power Company-NV
Ohio Edison	Silverdale Water District # 16
Oklahoma Natural Gas Company	Simplenet
Olivenhain Municipal Water District	Skytel
Ontario Water Works	Southern Maryland Electric Cooperative
Orange and Rockland Utilities	Snapping Shoals EMC
Orange County Utilities	Snohomish County PUD
Orlando Utilities Commission	South Bend Water Works
Orwell Natural Gas Company	South Central Power CO, OH
Ozarks Electric Cooperative Corporation	South Jersey Gas Company
Pacific Gas & Electric	South Louisiana Electric Cooperative
Pacific Power-Rocky Mountain Power	Southern California Edison
Paducah Power System	Southern California Gas
Panama City Utilities Department , FL	Southwest Gas Corporation
Parker Water & Sanitation District	Southwestern VA Gas Company
Paulding County Water, GA	Spartanburg Water System
Pearl River Valley EPA	Spectrum Utilities Solutions
Peco Energy Company	Spokane County Utilities
Pedernales Electric Cooperative, Inc.	Spokane County Water Dist #3
Penelec	Spring Hill Water Works, TN
Pennichuck Water Works, Inc.	Springfield Utility Board
Peoples Gas	Springfield Water & Sewer Commission
PEPCO (Potomac Electric Power Company)	Sprint
Philadelphia Gas Works	Salt River Project
Piedmont Natural Gas-Nashville Gas	St. Lucie West Services District

Suburban East Salem Water District  
Suburban Natural Gas  
Suddenlink  
Suez Energy Resources NA  
Suffolk County Water Authority - NY  
Summit Township Water Authority  
Sumter Electric Cooperative, Inc., FL  
Surewest  
Sweetwater Authority  
T Mobile  
Tacoma Public Utilities  
Taunton Municipal Lighting Plant  
TDS Telecom  
Tampa Electric Company  
Terrebonne Parish Consolidated Govt.  
Texas Gas Service  
The Illuminating Company  
The Metropolitan District CT  
The Torrington Water Company  
Thoroughbred Village  
Toledo Edison  
Tombigbee Electric Power Assoc-Tupelo  
Town of Apex, NC  
Town of Aurelius - Water & Sewer, NY  
Town of Burlington, MA  
Town of Cary, NC  
Town of Collierville, TN  
Town of Cortlandt, NY  
Town of Danvers, MA-Electric Division  
Town of Dartmouth, MA  
Town of Foxborough, MA  
Town of Gilbert, AZ  
Town of Hanover, MA-Tax Collector  
Town of Manchester, CT  
Town of Natick, MA  
Town of Plymouth, MA  
Town of Queen Creek Water, AZ  
Town of Salem, NH  
Town of Schererville, IN  
Town of Vestal, NY - Utility Fund  
Town of Victor, NY  
Town of Wallkill, NY  
Township of Freehold, NJ  
Township of Livingston, NJ  
Township of Roxbury, NJ  
Township of Wayne, NJ  
TPS  
Tri-County Electric Cooperative/TX  
Trinsic Spectrum Business  
Truckee Meadows Water Authority, NV  
Trumbull County Water & Sewer Dept.  
Trussville Utilities Board, AL  
Tucows Com  
Tucson Electric Power Company  
Tupelo Water & Light Dept  
Turlock Irrigation District  
TXU Energy  
Tylex Inc./TX  
UGI Energy Services, Inc.  
UGI Penn Natural Gas  
United Illuminating Company  
United Power  
United Water Idaho  
United Water New Jersey/Harrington Park  
United Water Pennsylvania  
Utilil Concord Electric Company  
USA Mobility  
UTE Water Conservancy District  
Utilities Inc. of Louisiana  
Utility Billing Services-AR  
Utility Payment Processing, Baton Rouge  
Valencia Water Company, CA  
VCCDD Utility  
Vectren Energy Delivery  
Verizon (BA)

Verizon (GTE)  
Verizon Online  
Verizon Wireless  
Vermont Gas Systems, Inc.  
Village of Algonquin, IL  
Village of Arlington Heights, IL  
Village of Bedford Park, IL  
Village of Bloomingdale, IL  
Village of Downers Grove, IL  
Village of Elmwood Park, IL  
Village of Gurnee, IL  
Village of Matteson, IL  
Village of Niles, IL  
Village of Norridge, IL  
Village of Nyack Water Dept., NY  
Village of Schaumburg, IL  
Village of Wellington, FL  
Virginia Natural Gas  
Vista Irrigation District  
Walnut Valley Water District  
Walton EMC PO Box 1347/260  
Warrington Township Water & Sewer Dept.  
Washington Gas  
Washington Suburban Sanitary Commission  
Water Gas & Light Commission  
Water Revenue Bureau, PA  
WaterOne  
Wisconsin Electric  
Wisconsin Gas  
West View Water Authority  
Westar Energy/KPL  
Western Allegheny County MUA  
Western Massachusetts Electric  
Westminster Finance - CO  
Wilkinsburg-Penn Joint Water Authority  
Williston Water Department  
Willmut Gas Company  
Windstream  
Wisconsin Public Service Corporation  
Withlacochee River Electric Cooperative  
Wright-Hennepin Coop Electric  
Xcel Energy: Southwestern Public Service  
Yankee Gas Services  
Youngstown Water Dept., OH

**Real Property Lessors**

1030 W. North Avenue Bldg., LLC  
120 Orchard LLC  
1251 Fourth Street Investors, LLC  
13630 Victory Boulevard LLC  
1890 Ranch, Ltd  
1965 Retail LLC  
19th Street Investors, Inc.  
36 Monmouth Plaza LLC  
3725 Airport Boulevard, LP  
380 Towne Crossing, LP  
4 Newbury Danvers LLC  
44 North Properties, LLC  
444 Connecticut Avenue LLC  
502-12 86th Street, LLC  
5035 Associates, LP  
601 Plaza, LLC  
610 & San Felipe, Inc.  
680 S. Lemon Avenue Company LLC  
700 Jefferson Road Ii, LLC  
ADD Holdings, LP  
AAC Cross County Leasehold Owner, LLC  
Abercorn Common, LLP  
Abrams Willowbrook Three LP  
Acadia Realty Limited Partnership  
Accent Homes, Inc  
ACPG Management, LLC  
Advance Real Estate Management, LLC  
Agree Limited Partnership  
AIG Baker Deptford, LLC

AIG Baker Hoover, LLC  
Alameda Associates  
Alexander's Of Rego Park Center, Inc.  
Alexandria Main Mall LLC  
Alliance - Rocky Mount, LLC  
Almaden Plaza Shopping Center, Inc.  
Almeda-Rowlett Retail LP  
Almonesson Associates, LP  
Altamonte Springs Real Estate Associates, LLC  
Amargosa Palmdale Investments, LLC  
AMB Property, LP  
Amcap Arborland LLC  
Amcap Northpoint LLC  
American National Bank & Trust Company Of Chicago  
American National Insurance Company  
Amherst Industries, Inc.  
AMLI Land Development- I, LP  
Ammon Properties LLC  
AM REIT Texas Real Estate Investment Trust  
AR Investments, LP  
Arboretum of South Barrington LLC  
Ardmore Development Authority  
Argyle Forest Retail I, LLC  
Arho LP  
Arrowhead Net Lease, LP  
Arundel Mills Marketplace LP  
Atlantic Center Fort Greene Associates LP  
Avenue Forsyth LLC  
Avr Cpc Associates, LLC  
Awe-Ocala, Ltd.  
Bainbridge Shopping Center II LLC  
Baker Natick Promenade LLLC  
Barberio, Janet  
Bard, Ervin & Suzanne  
Barnes and Powers North LLC  
Basile LLC  
Basser - Kaufman 222, LLC  
Basser-Kaufman Inc.  
Battlefield Fe LP  
BBD Rosedale, LLC  
BC Portland Partners, Inc.  
Bear Valley Road Partners LLC & M Lantz LLC  
Beatson, William P. Jr.  
Becker Investment Company  
Becker Trust, LLC  
Bedford Park Properties, LLC  
Bel Air Square LLC  
Bella Terra Associates LLC  
Benderson Development Company  
Benderson Properties Inc.  
Benenson Columbus - OH Trust  
Berkshire West  
Berkshire-Amherst, LLC  
Berkshire-Hyannis, LLC  
BFLO-Waterford Associates, LLC  
BFW/Pike Associates, LLC  
BG Walker, LLC  
BK Properties LP  
Blank Aschkenasy Properties LLC  
Building Retail 2007 LLC & Netarc LLC  
Bl-NTY I, LLC  
Boise Towne Plaza LLC  
Bond CC. V Delaware Business Trust  
Bond CC II Delaware Business Trust  
Bond CC III Delaware Business Trust  
Bond CC IV Delaware Business Trust  
Bond-Circuit II Delaware Business Trust  
Bond-Circuit IV Delaware Business Trust  
Bond-Circuit IX Delaware Business Trust  
Bond-Circuit V Delaware Business Trust  
Bond-Circuit VIII Delaware Business Trust  
Bond-Circuit X Delaware Business Trust  
Bond-Circuit XI Delaware Business Trust  
Boulevard Associates  
Boulevard North Associates, LP  
Boyer Lake Pointe, Lc  
BPP-Connecticut LLC  
BPP-Muncy LLC  
BPP-Ny LLC  
BPP-Oh LLC  
BPP-Redding LLC  
BPP-Sc LLC  
BPP-Va, LLC  
BPP-Wb, LLC  
Brandywine Grande C, LP  
Bre, Louis Joliet, LLC  
Briantree Property Association LP  
Brick 70 LLC  
Brighton Commercial LLC  
Broadacre South LLC  
Broadstone Crossing LLC  
BT Bloomington LLC  
Burbank Mall Associates LLC  
Burnham Pacific Properties  
By-Pass Development Company LLC  
CC. Hamburg NY Partners, LLC  
CJM. Management Company  
CA New Plan Asset Partnership IV, LLP  
Cafaro Governors Square Partnership  
Camelback Center Properties  
Cameron Group Associates LLP  
Campbell Properties LP  
Cap Brunswick LLC  
Caparra Center Associates, S.E.  
Capital Centre LLC  
Cardinal Capital Partners  
Cardinal Court, LLC  
Carlyle-Cypress Tuscaloosa I, LLC  
Carousel Center Company, LP  
Carriage Crossing Market Place, LLC  
Carrollton Arms  
Catellus Development Corporation  
Catellus Operating LP  
CBC - Wilbur Properties  
CBL Terrace Limited Partnership  
CC - Investors 1995-6  
CC - Investors 1996-1  
CC - Investors 1996-12  
CC - Investors 1996-17  
CC - Investors 1996-3  
CC Brandywine Investors 1998 LLC  
CC Colonial Trust  
CC Countryside 98 LLC  
CC East Lansing 98 LLC  
CC Frederick 98 LLC  
CC Ft. Smith Investors 1998 LLC  
CC Grand Junction Investors 1998 LLC  
CC Green Bay 98 LLC  
CC Harper Woods 98 LLC  
CC Independence LLC  
CC Indianapolis 98 LLC  
CC Indianapolis LLC  
CC Investors 1995-1  
CC Investors 1995-2  
CC Investors 1995-3  
CC Investors 1995-5  
CC Investors 1996-10  
CC Investors 1996-14  
CC Investors 1996-6  
CC Investors 1996-7  
CC Investors 1997-10  
CC Investors 1997-12  
CC Investors 1997-2  
CC Investors 1997-3  
CC Investors 1997-  
CC Jackson 98 LLC  
CC Kingsport 98 LLC  
CC La Quinta LLC  
CC Lafayette LLC

CC Madison LLC	Compton Commercial Redevelopment Company
CC Merrillville Trust	Concar Enterprises Inc.
CC PhiladeLPhia 98 LLC	Concord Mills LP
CC Ridgeland 98 LLC	Condan Enterprises LLC
CC Roseville, LLC	Congressional North Associates LP
CC Springs LLC	Continental 45 Fund LLC.
CC Wichita Falls 98 Trust	Continental 64 Fund LLC
CCC Realty, LLC	Cortlandt B. LLC
CCDC Marion Portfolio LP	Cosmo-Eastgate, Ltd.
CCI Louisiana Trust	Cottonwood Phase V LLC
CCI Trust 1994-I	Coventry II DDR Buena Park Place LP
CC-Virginia Beach LLC	Coventry II DDR Merriam Village LLC
CDB Falcon Sunland Plaza LP	Covington Lansing Acquisition LLC
Cedar Development, Ltd	CP Venture Two LLC
Centennial Holdings LLC	Craig-Clarksville Tennessee LLC
Central Investments, LLC	Crosspointe 08 A LLC
Central Park 1226, LLC	Crossways Financial Associates LLC
Central Park Property Owners Association	Crown CC 1 LLC
Centro Bradley Spe 7 LLC	CT Retail Properties Finance V LLC
Centro Heritage County Line LLC	Cypress/Spanish Fort I LP
Centro Heritage Innes Street LLC	Daly City Partners I LP
Centro Heritage UC Greenville LLC	Daniel G. Kamin Baton Rouge LLC
Centro Properties Group	Daniel G. Kamin Burlington LLC
Centro Watt	Daniel G. Kamin Elmwood Park LLC
Century Plaza Development Corporation	Daniel G. Kamin Flint, LLC
Cermak Plaza Associates LLC	Daniel G. Kamin Mcallen LLC
CFH Realty III/Sunset Valley LP	Daniel G Kamin and Howard Kadish, LLC
Chalek Company LLC	Dartmouth Marketplace Associates
Chambersburg Crossing LP	Dayton Hudson Corporation
Chandler Gateway Partners LLC	DDR Southeast Loisdale LLC
Chapel Hills - West LLC	DDR Crossroads Center LLC
Chapman And Main Center	DDR Family Centers LP
Charbonnet Family Ltd et. al	DDR Highland Grove LLC
Charlotte (Archdale) UY LLC	DDR Homestead LLC
Chehalis Hawaii Partners LLC	DDR Horseheads LLC
Chico Crossroads LP	DDR Mdt Asheville River Hills
Chino South Retail PG LLC	DDR Mdt Fairfax Towne Center LLC
CHK LLC	DDR Mdt Grandville Marketplace LLC
Cim/Birch St., Inc.	DDR Mdt Monaca Township Marketplace LLC
Circuit Distribution - Illinois	DDR Mdt Union Consumer Square, LLC
Circuit Il Corporation	DDR Miami Ave LLC
Circuit Investors - Fairfield, LP	DDR Norte LLC, S.E.
Circuit Investors - Vernon Hills, LP	DDR Southeast Cary LLC
Circuit Investors - Yorktown, LP	DDR Southeast Cortez, LLC
Circuit Investors #2 Ltd	DDR Southeast Culver City District
Circuit Investors #3 LP	DDR Southeast Dothan Outparcel, LLC
Circuit Investors #4 - Thousand Oaks LP	DDR Southeast Highlands Ranch LLC
Circuit Oklahoma Property Investor	DDR Southeast Olympia District
Circuit Pennsylvania Corporation	DDR Southeast Rome LLC
Circuit Sports LP	DDR Southeast Snellville LLC
Circuit Tax Property Investors LP	DDR Southeast Union LLC
Circuitville LLC	DDR Southeast Vero Beach LLC
Citrus Park CC LLC	DDR 1st Carolina Crossings South LLC
City View Center LLC	DDRA Arrowhead Crossing LLC
CK Richmond Business Services #2, LLC	DDRM Hilltop Plaza LP
Clairemont Square	DDRM Skyview Plaza LLC
Clay Terrace Partners LLC	DDR-Sau Greenville Point LLC
Cleveland Towne Center LLC	DDR-Sau Wendover Phase II, LLC
Coastal Way LLC	DDRTC CC Plaza LLC
Cobb Corners II LP	DDRTC Columbian Station I LLC
Cofal Partners LP	DDRTC Creeks at Virginia Center LLC
Cohab Realty LLC	DDRTC McFarland Plaza LLC
Coldwater Development LLC	DDRTC Newnan Pavilion LLC
Cole CC Aurora Co, LLC	DDRTC Southlake Pavilion LLC
Cole CC Groveland Fl, LLC	DDRTC Sycamore Commons LLC
Cole CC Kennesaw Ga, LLC	DDRTC T&C LLC
Cole CC Mesquite Tx, LLC	DDRTC Walks at Highwood Preserve I LLC
Cole CC Taunton Ma, LLC	Decatur Plaza I, LLC
Colonial Heights Holding, LLC	Deerbrook Anchor Acquisition LLC
Colonial Heights Land Association	Dematteo Management Inc.
Colonial Square Associates LLC	Dentici Family Limited Partnership
Colonnade LLC	Derito Pavilions 140 LLC
Colony Place Plaz, LLC	Desert Home Communities of Oklahoma, LLC
Columbia Plaza Shopping Center Venture	DEV LP
Community Centers One LLC	Diamond Square LLC

Dicker/Warmington Properties  
Dikeou, Deno P.  
Dim Vastgoed, N.V.  
DJD Partners LP  
DMC Properties, Inc.  
Dollinger Lost Hills Associates  
Donahue Schriber Realty Group LP  
Dowel Conshohocken LLC  
Dowel-Allentown, LLC  
Doyle Winchester Properties, LLC  
Drexel Delaware Trust  
Drury Land Development Inc.  
Durham Westgate Plaza Investors LLC.  
E&A Northeast LP  
Eagleridge Associates (Pueblo) LLC  
East Gate Center V  
Eastchase Market Center LLC  
Eastland Shopping Center LLC  
Eastridge Shopping Center LLC  
EEL McKee LLC  
EKLEC Co. Newco LLC  
ELPF Slidell, LLC  
Emporium on LBJ Owners Association  
Encinitas PFA, LLC  
Enid Two, LLC  
ERP of Midway, LLC  
Estate of Joseph Y. Einbinder  
Evansville Developers LLC, G.B.  
Evergreen Mcdowell And Pebble Creek LLC  
Excel Realty Partners LP  
Excel Westminster Marketplace, Inc.  
F.R.O., LLC Ix  
Faber Bros., Inc  
Fairfax Court LP  
Fairview Heights Investors LLC  
Fairway Centre Associate, LP  
Faram Muskegon LLC  
Farmingdale-Grocery LLC  
Fayetteville Developers LLC  
FC Janes Park LLC  
FC Richmond Associates LP  
FC Treeco Columbia Park, LLC  
FC Wodbridge Crossing, LLC  
Federal Realty Investment Trust  
Feil Organization, The  
FGP Company  
Fingerlakes Crossing LLC  
Firecreek Crossing o Reno LLC  
First Berkshire Properties LLC  
FJL MVP LLC  
Flintlock Northridge LLC  
F&M Properties  
Fogg-Snowville LLC  
Foothill Business Association  
Foothill Pacific Towne Center  
Forecast Danbury LP  
Forest City Commercial Group LLC  
Forest City Ratner Company  
Fourels Investment Company  
Fr/Cal Gouldsboro Property Holding LP  
Friedland, Lawrence And Melvin  
FW CA Brea Marketplace LLC  
G&S Livingston Realty Inc.  
Gainesville Outdoor Advertising Inc.  
Galileo Apollo II Sub, LLC  
Galileo CMBS T2 NC LP  
Galileo Freshwater/Staseline LLC  
Galileo Northeast LLC  
Galleria Partnership  
Galleria Plaza Ltd.  
Garden City Center  
Gateway Center Properties III, LLC  
Gateway Company LLC  
Gateway Woodside Inc.  
GC Acquisition Corporation  
Geenen Dekock Properties LLC  
Generation H One and Two LP  
GGP Mall of Louisiana LP  
GGP-Steeplegate Inc.  
Gladwyne Investors, LP  
Glenmoor LP  
GMS Golden Valley Ranch LLC  
Goldsmith, Barbara L.  
Goodmill LLC  
Gould Livermore LLC  
Grand Hunt Center Oea  
Gravois Bluffs III LLC  
GRE Grove Street One LLC  
GRE Vista Ridge LP  
Greater Orlando Aviation Authority  
Greece Ridge LLC  
Greeley Shopping Center LLC  
Green 521 5th Avenue LLC  
Green Acres Mall LLC  
Greenback Associates  
Greenwood Point LP  
GRI-EQY (Sparkleberry Square) LLC  
GS Erie LLC  
GS II Brook Highland LLC  
Gunning Investments, LLC  
Hallaian Brothers  
Hamilton Chase Santa Maria LLC  
Hamilton Crossing I LLC  
Hampden Commons Condominium Association  
Hannon Ranches Ltd  
Hanson Industries Inc.  
Harold and Lucille Chaffee Trust  
Hart Kings Crossing LLC  
Hartman 1995 Ohio Property Trust  
Harvest/NPE LP  
Hayden Meadows JV  
Hayward 880, LLC  
Heritage Property Investment LP  
Heritage-Lakes Crossing LLC  
Hickory Hollow Development Inc.  
Hickory Ridge Pavilion LLC  
Highlands Ranch Community Association  
HIP Stephanie, LLC  
HK New Plan Covered Sun LLC  
HK New Plan EPR Property Holdings LLC.  
HK New Plan Exchange Property Owner II LP  
HKK Investments  
Hollingsworth Capital Partners - Intermodal, LLC  
Holyoke Crossing LP II  
Home Depot USA Inc.  
Hoprock Limonite LLC  
Howland Commons Partnership  
HRI/Lutherville Station LLC  
Hudson Realty Trust  
Huntington Mall Company  
HV Covington LLC  
HWR Kennesaw LLC  
I-10/Bunker Hill Associates, LP  
I-93 Somerville LLC  
Iannucci Development Corporation  
Immobilien Verwaltung GMBH  
Indian River Mall  
Inland American Chesapeake Crossroads LLC  
Inland American Oklahoma City Penn, LLC  
Inland American Retail Management  
Inland Commercial Property Management Inc.  
Inland Us Management LLC  
Inland Western Austin Southpark Meadows II LP  
Inland Western Cedar Hill Pleasant Run LP  
Inland Western College Station Gateway II, LP  
Inland Western Columbus Clifty LLC  
Inland Western Houma Magnolia LLC  
Inland Western Lake Worth Towne Crossing  
Inland Western Lewisville Lakepointe LP  
Inland Western McDowell LLC

Inland Western Oswego Gerry Centennial LLC  
Inland Western Richmond Mayland LLC  
Inland Western San Antonio Hq LP  
Inland Western Southlake Corners LP  
Inland Western Sugar Land Colony LP  
Inland Western Temecula Commons LLC  
Inland Western West Mifflin Century III District  
Intergrated Real Estate Services LLC  
International Speedway Square Ltd  
Interstate Augusta Properties LLC  
Investors Brokerage Inc.  
Irish Hills Plaza West II LLC  
Irvine Company LLC  
Irving Harlem Venture LP  
J&F Enterprises  
Jaffe of Weston II Inc.  
Janaf Crossings, LLC  
Jantzen Dynamic Corporation  
Jefferson Mall Company II LLC  
JKCG LLC  
Johnson City Crossing (Delaware)LLC  
Johnstown Zamias LP  
Jubilee-Springdale LLC  
Jurupa Bolingbrook LLC  
JWC/Loftus LLC  
K&G/Dearborn LLC.  
Kamin Realty Co  
Karns Real Estate Holdings II, LLC  
Katy Mills Mall LP  
KB Columbus I-CC  
KC Benjamin Realty LLC  
K E - Athens LLC  
Kendall-77 Ltd.  
Kentucky Oaks Mall  
K-Gam Broadway Craycroft LLC  
Kimco Acadiana 670 Inc.  
Kimco Arbor Lakes S.C., LLC  
Kimco Pk LC  
Kimco Realty Corporation  
KIR Amarillo LP  
KIR Arboretum Crossing LP  
KIR Augusta I 044 LLC  
KIR Piers 716 LLC  
Kite Coral Springs LLC  
Knoxville Levcal LLC  
KNP Investments  
Kobra Properties  
Kolo Enterprises  
Kramont Vestal Management LLC  
KRG Market Street Village LP  
Kroustalis Investment  
Krupp Equity Limited Partnership  
KSK Scottsdale Mall LP  
L. Mason Capitani Propety & Asset Mgmt. Inc  
La Cienega-Sawyer Ltd.  
La Frontera Village LP  
La Habra Imperial LLC  
Landing at Arbor Place LP, The  
Landings Management Association  
Landman, Deborah, Eli Landman, Zoltan Schwartz &  
Anna Schwartz  
Laredo/MDN II LP  
Larry J. Rietz, MP, LLC  
Las Vegas Land and Development Company LLC  
LB Commercial Mortgage Trust Series 1998 C1  
LC White Plains Retail LLC  
Lea Company  
League City Towne Center Ltd  
Leben, Robert L. & Mary C.  
Lester Development Corporation  
Lexington Corporate Properties Inc.  
Lexington Lion Weston I LP  
Lincoln Plaza Associates LP  
Lincoln US Properties LP  
Linden Business Center Association  
Little Britain Holding, LLC  
Loop West LLC  
Louis Joliet Shoppingtown LP  
Lucknow Associates  
Lufkin Gkd Partner, LP  
M & M Berman Enterprises  
MIA Brookhaven LLC  
Macerich Lakewood LLC  
Macerich Vintage Fair LP  
Macy's Central  
Madison Waldorf LLC  
Magna Trust Company  
Main Street At Exton LP  
Mall at Gurnee Mills LLC  
Mall at Valle Vista LLC  
Mall of Georgia LLC  
Mallview Plaza Company Ltd.  
Manco Abbott OEA Inc.  
Mansfield Seq 287 and Debbie Ltd.  
Manteca Stadium Park LP  
Marco Portland General Partnership  
Market Heights Ltd  
Marlton VF, LLC  
Mass One LLC  
Mayfair - MDCC Business Trust  
MB Fabyan Randall Plaza Batavia LLC  
MB Keene Monadnock LLC  
McAlister Square Partners Ltd  
MD-GSI Associate, LLC  
MDS Realty II, LLC  
Meacham Business Center LLC  
Meadowbrook Village LP  
Melbourne-JCP Associates Ltd.  
Melville Walton Hone, Trustee Of Hone Family  
Memorial Square 1031 LLC  
Meridian Village LLC  
Metro Center LLC  
Meyerland Plaza (De) LLC  
MHW Warner Robins LLC  
Mibarev Development I LLC  
Mid US LLC  
Mid-America Asset Management  
Milford Crossing Investors LLC  
Millman 2000 Charitable Trust  
Millstein Industries LLC  
MK Kona Commons LLC  
Mobile KPT LLC  
Monrovia Marketplace LLC  
Montclair Plaza LLC  
Monte Vista Crossings, LLC  
Montevideo Investments, LLC  
Montgomery Towne Center Station, Inc  
Morgan Hill Retail Venture LP  
Morris Bethlehem Associates LP  
Morrison Crossing Shopping Center  
Mount Berry Square LLC  
Mr Keene Mill 1 LLC  
Msf Eastgate-I LLC  
Myrtle Beach Farms Company Inc.  
Nap Northpoint LLC  
National Retail Properties, LP  
Nazario Family Partnership  
Necrossgates Commons Newco, LLC  
Nevada Investment Holdings, Inc.  
New Plan Excel Realty Trust  
New Plan of Memphis Commons, LLC  
New River Properties  
NMC Stratford LLC  
North Attleboro Marketplace II LLC  
North Hill Centre, LLC  
North Plainfield VF LLC  
Northcliff Residual Parcel 4 LLC  
Northern Trust Bank of California  
Northwoods LP  
Novogroder/Abilene LLC

NP Huntsville LLC  
NP I&G Conyers Crossroads LLC  
NP/SSP Baybrook LLC  
NPP Development LLC  
Oak Hollow Mall  
Oates, Marvin L.  
OLP 6609 Grand LLC  
OLP CC Ferguson LLC  
OLP CC Florence LLC  
OLP CC Antioch LLC  
OLP CC Fairview Heights LLC  
OLP CC St.Louis LLC  
One Liberty Properties  
Orangefair Marketplace LLC  
Orion Alliance Group LLC  
Orland Town Center Shopping Center  
OTR  
PL Mesa Pavilions LLC  
P/A Acadia Pelham Manor LLC  
PA 73 South Association  
Pace-Brentwood Partners LLC  
Pacific Carmel Mountain Holdings LP  
Pacific Castle Groves LLC  
Pacific Harbor Equities LLC  
Pacific/Youngman-Woodland Hills  
Paige Exchange Corporation  
Palm Springs Mile Associates Ltd.  
Palmetto Investors LLC  
Pan Am Equities Inc.  
Panattoni Development Company LLC  
Pappas Gateway LP  
Paragon Affiliates  
Parkdale Mall Associates LP  
Parkdale Village LP  
Parker Bullseye LLC  
Parker Central Plaza, Ltd.  
Parks at Arlington LP  
Parkside Realty Associates, LP  
Parkway Centre East LLC  
Parkway Plaza LLC  
Parkway Terrace Properties Inc.  
Paskin, Marc  
Peikar Muskegon LLC  
Plantation Point Development LLC  
Plaza at Jordan Landing LLC  
Plaza Las Americas, Inc  
Plaza Las Palma, LLC  
Plazamill LLP  
Plymouth Marketplace Condominium Assoc., Inc.  
Point West Investors II  
Polaris Circuit City LLC  
Pond Road Associates  
Port Arthur Holdings III Ltd.  
Potomac Festival II  
Potomac Run LLC  
PR Beaver Valley LP  
Prattcenter LLC  
Preit Services LLC  
PRGL Paxton LP  
Prince George's Station Retail LLC  
Principal Real Estate Holding Company LLC  
Priscilla J. Rietz LLC  
Promventure LP  
Property Management Support Inc.  
Provo Group, The  
PRU Desert Crossing V LLC  
Prudential Insurance Company Of America  
Puente Hills Mall LLC  
Ramco West Oaks I LLC  
Ramco-Gershenson Properties LP  
Rancon Realty Fund IV Subsidiary LLC  
Ray Mucci's Inc.  
Raymond and Main Retail LLC  
RB-3 Associates  
RD Bloomfield Associates LP  
Realty Income Corporation  
Rebs Muskegon LLC  
Red Mountain Retail Group  
Red Rose Commons Condominium Association  
Redtree Properties LP  
Regency Centers LP  
Regency Petaluma LLC  
Reiff & Givertz Texas Prop LLC  
Remount Road Associates LP  
Richland Town Centre LLC  
Ricmac Equities Corporation  
Rio Associates LP  
Robinson, Donald  
RREEF America REIT II Corporation VVV  
RVIP Valley Central LP  
Shelby Town Center I LLC  
Shelbyville Road Plaza LLC  
Sherwood Properties LLC  
Shoppes At River Crossing, LLC  
Shoppes Of Beavercreek LLC  
Short Pump Town Center LLC  
Sierra Lakes Marketplace LLC  
Sierra North Associates LP  
Sigmund Sommer Properties  
Signal Hill Gateway LLC  
Signco Inc.  
Silverdale K-Four  
Silverstein, Raymond - Trustee  
Simon Debartolo Group LP  
Simon Property Group  
Simon Property Group Texas LP  
Simvest Real Estate II LLC  
Sinay Family LLC And Trust  
Sir Barton Place, LLC  
Site A LLC  
SJ Collins Enterprises LLC  
Goodman Enterprises, LLC  
SM Newco Hattiesburg LLC  
Somerville Saginaw LP  
Sonnet Investments LLC  
South Padre Drive LP  
South Shields #1 Ltd.  
Southhaven Center II LLC  
Southland Acquisitions LLC  
Southland Center Investors LLC  
Southland Investors LP  
Southroads LLC  
Southwestern Albuquerque LP  
Southwind Ltd.  
Sparks Galleria Investors LLC  
SPG Arbor Walk LP  
SPG Independence Center LLC  
SPG Tennessee LP  
Spitzer Family Investments LLC  
Spring Hill Development Partners GP  
St. Indian Ridge LLC  
St. Louis Mills LP  
St. Cloud Associates  
St. Tammany Oaks Subdivision Association LLC  
Stapleton North Town LLC  
Star Universal LLC  
Station Landing, LLC  
Stop & Shop Supermarket Company LLC  
Stor-All New Orleans LLC  
Suemar Realty Inc.  
Sullivan Crosby Trust  
Sunrise Plantation Properties LLC  
Swanblossom Investments LP  
Swedesford Shopping Center Acquisition LLC  
Sweetwater Associates LP  
SWQ 35/Forum Ltd.  
T And T Enterprises LP  
Taft Corners Associates Inc.  
Tam Stockton LLC  
Tamarack Village Shopping Center LP

Tanglewood Park LLC  
Tanurb Burnsville LP  
Target Corporation  
Taubman Auburn Hills Associates LP  
Taunton Depot LLC  
Taylor Retail Center  
Teachers Insurance & Annuity Assoc.Of Amer.  
Team Retail Westbank Ltd  
Ten Pryor Street Building Ltd.  
Teplis, Nathan; Dr. Paul Teplis; Mrs. Belle Teplis; & Frank  
Terra Enterprises  
Terranomics Crossroads Associates  
The Cafaro Northwest Partnership  
The City Of Portfolio TIC LLC  
The Marketplace Of Rochester Hills Parcel B LLC  
The Macerich Company  
The Shoppes At Schererville LLC  
The Shops At Kildeer  
The Village At Rivergate LP  
THF Chesterfield Two Development LLC  
THF Clarksburg Development One  
THF Harrisonburg Crossings LLC  
THF Onc Development LLC  
THF St. Clairsville Parcel C.C. Development LLC  
Thoroughbred Village GP  
TIS Equities IX LLC  
TKG Coffee Tree LP  
TMW Weltfonds Rolling Acres Plaza  
Torrance Towne Center Associates LLC  
Torrington Triplets LLC  
Tourbillon Corporation  
Tower Center Associates  
Town Square Plaza  
Towson VF LLC  
Traverse Square Company Ltd.  
TRC Associates LLC  
Triangle Equities Junction LLC  
Trout, Jerome B. Jr.  
Trout, Segall  
Trumbull Shopping Center #2 LLC  
Trustees Of Salem Rockingham LLC  
TSA Stores, Inc.  
TUP 430 Company LLC  
Turnberry Lakes Business Center  
Turtle Creek Partners LLC  
Tutwiler Properties Ltd.  
Twin Ponds Development LLC  
Tysons 3 LLC  
Tysons Corner Holdings LLC  
U.K. - American Properties Inc.  
U.S. 41 & I-285 Company  
Uncommon Ltd.  
Urbancal Oakland II LLC  
UTC I LLC  
Valencia Marketplace I LLC  
Valley Corners Shopping Center LLC  
Valley View S.C. LLC  
Van Ness Post Center LLC  
Ventura In Manhattan Inc.  
Vestar Arizona XXXI LLC  
Vestar QCM LLC  
Village Square I L.P.  
Village Walk Retail LP  
Vivy IP  
VNO Mundy Street LLC  
VNO Tru Dale Mabry LLC  
Vornado Caguas LP  
Vornado Finance LLC  
Vornado Gun Hill Road LLC  
Vornado Realty Trust  
W&D - Imperial No. 1/Norwalk  
W&S Associates LP  
W/S Stratford LLC  
Waco Investment Group  
Wal-Mart Stores East LP  
Walton Hanover Investors V LLC  
Walton Whitney Investors V LLC  
Washington Green TIC  
Washington Place Associates LP  
Washington Re Investment Trust  
Water Tower Square LP  
Watercress Associates LP  
Watkins Houston Investments LP  
Wayside Commons Investors LLC  
WCC Properties LLC  
WEA Gateway LLC  
Weberstown Mall LLC  
WEC 96D Appleton-1 Investment Trust  
WEC 96D Niles Investment  
WEC 96D Springfield-1 Investment Trust  
WEC 97G-Syracuse Investment Trust  
WEC 99-3 LLC  
WEC 99A-2 LLC  
WEC 99A-1 LLC  
Weingarten Miller Sheridan LLC  
Weingarten Nostat Inc.  
Weingarten Realty Investors  
Welsh Companies Inc.  
Wendover South Associates LP  
West Campus Square LP  
West Oaks Mall LP  
Westfork Owners Association  
Westgate Village LLC  
Westlake Limited Partnership  
Wheaton Plaza Regional Shopping Center  
Whitestone Development Partners A LP  
Whitestone REIT  
Wilmington Trust Company  
Windsail Properties LLC  
WMI/MPI Business Trust  
Woodland Trustees Inc.  
Woodlands Corporation, The  
Woodmont Sherman LP  
Worldwide Property Management Inc.  
WRI Overton Plaza LP  
WRI Camp Creek Marketplace II, LLC  
WRI Lakeside Marketplace LLC  
WRI Seminole Marketplace LLC  
WXIII/PWN Real Estate LP

**Sublessees**

\$1.00 Stuff Inc.  
Academy Alliance LLC  
Adams Outdoor Advertising  
Advance Auto Parts  
American Outdoor Advertising  
Arc International Corporation  
Autozone Northeast Inc.  
Baby Superstore,Inc.  
Blockbuster Inc.  
Books A Million  
Borders Inc.  
Carmax Business Services LLC  
Casto  
CEC Entertainment, Inc.  
Chapman & Main  
Charlie Brown's Steakhouse  
Children's Discovery Centers of America  
Circuit Sports LP  
Consolidated Stores Corporation  
Dan's Big & Tall Shop Inc.  
Designs CMAL Retail Store Inc.  
DHL Global Business Services  
Dick's Sporting Goods Inc.  
Dollar General Corporation  
Dollar Tree Stores Inc.  
Don Sherwood Golf Inc.  
Edwin Watts Golf Shop  
Empire Education Group

Entertainmart-Preston Rd LLC  
Eycare Discount Optical Inc.  
Eynon Furniture Outlet Inc.  
Fabri-Centers of America Inc.  
Food Lion LLC  
Forecast Danbury LP  
GE Transportation Systems  
Golf Galaxy  
Golfsmith International LP  
Great Golf Inc.  
Guitar Center Stores Inc.  
Homans Associates Inc.  
Hughes MRO Ltd.  
Huntington National Bank  
Inkeeper Properties Inc.  
International House Of Pancakes  
JR Furniture USA Inc.  
Joelle Inc.  
JP Morgan Chase Bank  
K&G Men's Company Inc.  
Katz  
Lakeshore Equipment Company  
La-Z-Boy Showcase Shoppes  
Lifeway Christian Resources  
Maggiano's/Corner Bakery Holding Corporation  
Mall of Decoration Inc.  
Martin, Paul T.  
Mayland Cam  
Modernage Inc.  
Mor Furniture For Less  
MRV Wanamaker LLC  
New Avenues Lease Ownership LLC  
New Colorado Daily, Inc.  
North South Partner, LLC  
O'Charleys, Inc.  
OK Apple Inc.  
Oklahoma Gold Realty LLC  
Oklahoma Goodwill Industries, Inc.  
Orthodontic Centers of Virginia Inc.  
Peak Place Holdings, LLC  
Pork Place  
Pot Luck Enterprises Inc.  
Price Chopper Operating Company  
Prosound Music Centers Inc.  
Quantum Fine Casework Inc.  
Quarterdeck Corporate Office  
Raymund Garza  
Remington Seeds LLC  
Restoration Ministries  
Ruby Tuesday's  
Salem Farm Realty Trust  
Salom Sons Inc.  
Sam Ash Megastores, LLC  
Schiavone, Daniel  
Sky Bank  
Solo Cup Company  
Staples, The Office Superstore Inc.  
The Auto Toy Store Inc.  
The Floor Store Inc.  
The Julia Christy Salon Inc.  
The Pep Boys  
The Sports Authority  
The TJX Operating Companies  
Tire Kingdom, Inc.  
Topline Appliance Depot Inc.  
Toys R US Inc.  
Trader Joe's Company  
Truong, Se and Ly  
Tru Properties Inc.  
TVI Inc.  
Viacom Outdoor  
Visionary Retail Management  
Waterbed Emporium of California  
West Marine Products Inc.  
Winchester Fun Expedition Corporation

Wired Management LLC  
Workforce Central Florida

**Personal Property Lessors**  
Avaya Financial Services  
GE Fleet Services  
IBM  
Hewlett Packard  
Service Power  
Toshiba

**Banks Utilized in the Company's Cash Management System**  
American Savings  
AmSouth Bancorporation  
Banco Popular  
Bank of America  
CRP Securities, LLC  
Chase Bank  
CRP Securities  
Fifth Third Bank  
Fifth Third Securities  
JP Morgan Securities Inc  
Lehman Brothers  
Merrill Lynch Global Institutional Advisory Division  
RBC Dain Rauscher  
SunTrust  
UBS Financial Services, Inc.  
Wachovia Bank & Securities  
Wells Fargo

**Liquidators**  
Gordon Brothers Retail Partners LLC  
Great American Group  
Hilco Merchant Resources LLC  
Hudson Capital Partners LLC  
SB Capital Group LLC  
Tiger Capital Group LLC

**Litigation Counterparties**  
Alicea, Ada  
Audibahn  
Banker, Michael  
Booker, Jamal  
Dealtree  
DiPirro, Michael  
Donnelly, Kenneth  
Federal Communications Commission  
Foss, Andrew  
Harris, William  
Holloman, Latia  
Ibrahim, Betty  
Internal Revenue Service  
Iowa AG  
JP Morgan Chase  
Keystone Automotive Industries  
Kobra Properties  
Mad Rhino  
Maria Moncayo (class action)  
Massachusetts Department of Revenue  
Mastercard  
Micro Electronics  
Millennium Retail Partners  
Monster Cable  
Moxley, Donald  
Murphy, Christopher  
RealSource  
Roberty Gentry (class action)  
Securities and Exchange Commission  
Snow, Christopher  
State of Iowa  
Temple, Floyd Edward Jr.  
Tennessee Department of Revenue  
Unical  
Visa

Voegtle, Clayton P.  
Weidler, Daniel

**Restructuring and Other Professionals**

Bingham McCutchen LLP  
Ernst & Young  
FTI Consulting Inc.  
Goldman, Sachs and Company  
Kirkland & Ellis LLP  
Kurtzman Carson Consultants LLC  
LeClairRyan  
McGuireWoods, LLP  
Ogilvy Renault LLP  
Osler, Hoskin & Harcourt LLP  
Rothschild, Inc.  
Schulte Roth & Zabel LLP  
Wilmer, Cutler, Pickering Hale, & Dorr LLP

**U.S. Trustee's Office - Region 4**

Bove, Frank J.  
Conlon, Debera F.  
Davis, Martha  
Early, Dennis J.  
Frankel, Jack I.  
Franklin, Shannon D.  
McDow, W. Clarkson.  
Van Arsdale, Robert  
Weschler, Cecelia A.  
Whitehurst, Kenneth N. III

**District Court Judges (Eastern District of Virginia)**

Anderson, John F.  
Brinkeman, Leonie M.  
Buchanan, Theresa C.  
Cacheris, James C.  
Davis, Ivan D.  
Ellis, T.S. III  
Hilton, Claude M.  
Jones, T. Rawles Jr.  
Lee, Gerald Bruce  
O'Grady, Liam

**Bankruptcy Court Judges (Eastern District of Virginia)**

Adams, David H.  
Huennekens, Kevin R.  
Mayer, Robert  
Mitchell, Stephen S.  
St. John, Stephen C.  
Shelley, Blackwell N.  
Tice, Douglas O. Jr.

**EXHIBIT B**  
**Retention Agreement**

EXHIBIT B

Agreement

**REAL ESTATE CONSULTING AND ADVISORY  
SERVICES AGREEMENT**

This Agreement is entered into as of November 19, 2008 (the "Execution Date"), by and between DJM Asset Management, LLC (the "Consultant"), and Circuit City Stores, Inc. and certain of its affiliated entities (collectively the "Company" or the "Debtor"), which have filed voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Eastern District of Virginia (the "Court"), jointly administered under Case No. 08-35653 (KRH) (the "Bankruptcy Case").

Recitals:

A. The Company's business includes the leased and owned locations set forth on **Exhibit "A"** attached hereto and made a part hereof. The leased locations are referred to individually as a "Lease," and collectively as, the "Leases". The owned locations are referred to individually as an "Owned Property" and collectively as the "Owned Properties". The Leases and Owned Properties are sometimes also referred to collectively as the "Properties".

B. The Company desires the Consultant to assist in (i) the renegotiation of terms of certain of the Leases, (ii) the disposition of the Owned Properties and certain of the Leases, (iii) the reduction in claims related to the Leases, (iv) as needed and requested, negotiations with landlords as to extensions of time to assume or reject Leases and (v) as needed and requested, valuations of certain of the Leases. Company seeks to engage the Consultant to provide certain consulting services in connection therewith.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Consulting and Advisory Services. The Consultant shall provide consulting and advisory services with respect to the Owned Properties and the Leases as follows:

- (i) Meeting with Company to ascertain the Company's goals, objectives and financial parameters;
- (ii) Negotiating the modification of certain of the Leases, as directed by the Company, to obtain rent reductions or other advantageous modifications;
- (iii) Negotiating the sale of the Owned Properties, and the termination, assignment, sublease or other disposition of certain of the Leases, as directed by the Company, including preparing and implementing a marketing plan therefore and assisting the Company at any auctions of the Properties, if needed;
- (iv) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code § 502(b)(6) claims with respect to Leases;

- (v) Negotiating, as requested by the Company, extensions of time to assume or reject Leases beyond the period prescribed in the Bankruptcy Code, as the same may be extended by order of the court;
- (vi) Providing, as requested by the Company, desk-top valuations of certain of the Leases;
- (vii) Assisting the Company in the documentation of proposed transactions; and
- (viii) Reporting periodically to the Company regarding the status of negotiations.

2. Term. Subject to the entry of an order of the Court authorizing the Debtor's entry into this Agreement, the term of this Agreement shall be twelve (12) months from the Execution Date; provided, however, the Company shall have the unilateral right, in its sole discretion, for any reason or no reason, to terminate this Agreement upon not less than thirty (30) days prior written notice at any time after June 8, 2009. In the event the Company exercises its right to terminate this Agreement prior to the date twelve (12) months following the Execution Date, the Company shall nevertheless remain obligated to pay all amounts earned prior to the early termination date and such additional amounts, if any, as may be earned pursuant to paragraph 5 hereof.

3. Compensation. As compensation for its services, the Consultant will receive the following fees.

(a) Lease Modifications. In consideration of Consultant's services in connection with any renegotiation of the monetary terms of any Lease that is later assumed by the Debtor, including but not limited to rent reductions, elimination of percentage rent payments, reductions in term and reductions or limitations on extra charges, Consultant's fee shall be a percent of Total Occupancy Cost Savings (defined below), calculated as set forth below.

(i) No fee for monetary term Lease modifications shall be payable unless and until either (a) the Net Present Value of Total Occupancy Cost Savings (as defined below) for the first year of the Leases following modification is at least \$30,000,000, as evidenced by Binding Agreements (defined below) or (b) the Net Present Value of Total Occupancy Cost Savings for the first three years of the Leases following modification is at least \$60,000,000, as evidenced by Binding Agreements. At that time Consultant shall earn and be paid a fee of \$700,000 (the "Base Fee"). Consultant shall also earn and be paid fees for additional Total Occupancy Cost Savings based upon the Net Present Value of Total Occupancy Cost Savings, as evidenced by Binding Agreements, as follows:

<u>Net Present Value of First Year Total Occupancy Cost Savings</u>	<u>Fee as a Percent of First Year Total Occupancy Cost Savings</u>
>\$30,000,000 - \$40,000,000	3.0%
>\$40,000,000 - \$50,000,000	4.0%
>\$50,000,000	5.0%

By way of example only, if the Net Present Value of Occupancy Cost Savings for the first year following modification of the Leases is \$45,000,000, then Consultant's fee would be \$1,200,000 (the \$700,000 Base Fee, plus \$10,000,000 x 3%, plus \$5,000,000 x 4%).

In addition to the amounts payable pursuant to the preceding paragraph, with respect to any Leases for which the period of Occupancy Cost Savings is in excess of 12 consecutive months following modification, Consultant shall earn and be paid fees as follows:

- (a) 3.0% of the Net Present Value of Total Occupancy Cost Savings for the second year of the Leases following modification;
- (b) 2.5% of the Net Present Value of Total Occupancy Cost Savings for the third year of the Leases following modification;
- (c) 1.5% of the Net Present Value of Total Occupancy Cost Savings for any period after the expiration of the third year of the Leases following modification (i.e., the period beginning on the 37<sup>th</sup> month after the effective date of a modification).

Further, in the event that the Consultant earns the Base Fee on or before January 9, 2009, Consultant's fee rates as set forth above shall be increased by 0.25% as applied to all Total Occupancy Cost Savings evidenced by a Binding Agreement signed on or before January 9, 2009.

This payment structure assumes that Consultant will negotiate the terms of approximately 550 Leases. In the event that, within 30 days from the Execution Date, the number of Leases is reduced below that number, then the above dollar thresholds, including the \$30,000,000 or \$60,000,000, as applicable, threshold for the Base Fee, shall be reduced pro-rata based on the number of Leases less than 550. In addition, if neither the Debtor nor the Consultant is able to identify landlord contact information for more than ten percent (10%) of the Leases intended to be negotiated, the dollar thresholds shall be reduced by five percent (5%). If Consultant's efforts result in a Binding Agreement and, for whatever reason, the relevant Lease is not later assumed by the Debtor, then the Occupancy Cost Savings related to each such Lease, for purposes of the \$30,000,000 or \$60,000,000, as applicable, threshold for the Base Fee only, shall be counted as part of Total Occupancy Cost Savings.

As to each Lease for which Consultant's efforts resulted in a Binding Agreement and, for whatever reason, the relevant Lease is not later assumed by the Debtor, then Consultant shall earn and be paid a minimum fee in the amount of 25% of the fee it would have earned, as calculated above, if such Lease had been assumed; provided, however, that (i) in no event shall such minimum fees, in the aggregate, exceed \$700,000 and (ii) the payment of any such

minimum fee may be offset against a fee payable to the Consultant pursuant to subsection (b) below and related to the disposition of the applicable Lease.

For purposes of this Agreement, the following terms shall have the meanings provided for herein:

“Binding Agreement” means a signed letter or other agreement intended to be binding or the execution of a form Lease modification agreement by both Debtor and a landlord.

“Net Present Value of Total Occupancy Cost Savings” means Total Occupancy Cost Savings, discounted to present value using a 6% per annum discount rate.

“Occupancy Cost” means the sum of base rent, percentage rent, CAM, taxes, insurance and other charges payable by the Debtor under a particular Lease. In the case of percentage rent, such rent will be calculated using sales figures for the 12 months ended October 31, 2008 (equitably adjusted if less than 12 months of sales figures are available), and CAM, taxes, insurance and other charges will be calculated using the last available full year charge for each item.

“Occupancy Cost Savings” means the difference between the original Occupancy Cost and the renegotiated Occupancy Cost for the period from the effective date of the modification through the end of the term of the lease modifications or the relevant period. In the case of Lease term extensions, Occupancy Cost Savings shall be calculated for the term of the Lease extension as the difference between the Occupancy Cost as in effect for the period immediately prior to the term extension and the renegotiated Occupancy Cost. If a Lease modification involves changing base rent to percentage rent only, Occupancy Cost Savings will be determined using the sales figures for the 12 months ended October 31, 2008 (equitably adjusted or estimated if less than 12 months of sales figures are available). For purposes of calculating Consultant’s consulting fee hereunder, the Company and Consultant also agree that Occupancy Cost Savings will also include any Occupancy Cost amounts agreed to be paid on behalf of the Company by any Lease guarantor or other third party.

“Total Occupancy Cost Savings” means the sum of Occupancy Cost Savings for all Leases.

(ii) For renegotiating a non-monetary provision of a Lease, including but not limited to Debtor’s unilateral right to early termination of a Lease and the elimination of continuous operation provisions, Consultant’s fee shall be an amount equal to twenty-five cents (\$0.25) per square foot of “rentable area” for the applicable Lease. For purposes of this Agreement, “rentable area” shall be deemed to be the area on which the Company pays base rent pursuant to the applicable Lease.

(iii) In addition to the fees set forth in Subsections 3(a)(i) and (ii) above, if any Lease renegotiation results in the payment of consideration to Debtor for executing the Lease modification, then such additional consideration shall be included in the calculation of Total Occupancy Cost Savings for purposes of calculating Consultant’s fee under Section 3(a)(i) above.

(b) Dispositions: For each closing of a transaction in which any Lease is sold, assigned, subleased or otherwise transferred to a third party (including lease termination

transactions with landlords and the sale of so-called "Designation Rights" but specifically excluding sales to purchasers of substantially all the equity or assets of the Company), the Consultant shall earn a fee in an amount equal to three and three quarters (3.75%) percent of the Gross Proceeds of such disposition. For each closing of a transaction in which any Owned Property is sold, specifically excluding the sale of all or substantially all of the equity or assets of the Company, the Consultant shall earn a fee in an amount equal to three and one-quarter percent (3.25%) of Gross Proceeds of such sale. In connection with the sale of a Lease, except for subleases, the term "Gross Proceeds" hereunder means the total amount of consideration paid or payable (including any cure amounts paid or waived) by the purchaser, assignee, designation rights purchaser, landlord or other transferee. For subleases "Gross Proceeds" means the net present value, using a 7.0% discount factor, of the expected sublease income (including rent, CAM, taxes and other charges) payable by the subtenant. In the case of sales of Owned Property, Gross Proceeds shall mean the total consideration paid by any purchaser less transfer taxes and fees payable in connection with any such sale.

(c) Reduction in Bankruptcy Claims: (i) For any Lease assumed and assigned by the Debtor, if, as a result of negotiations led by the Consultant with a landlord, the amount required to be paid to the landlord to cure defaults existing at the time of assumption is reduced below the cure amount that the Debtor reasonably acknowledges is owing, the Consultant will receive a fee for the waiver or reduction of the cure amount in an amount equal to three and three quarters (3.75 %) percent of the total amount so reduced or waived; provided, however, it is expressly agreed that any agreement which reduces or eliminates the Debtor's obligation to establish the "Financial Transaction Escrow" or "Security Deposit" described in the Lease covering the Property located at 1965 Broadway, New York, NY, shall not be considered a reduction in a cure amount for which the Consultant is entitled to compensation under this Agreement. (ii) For any Lease rejected by the Debtor, if as a result of negotiations led by the Consultant with a landlord, such landlord agrees to reduce or waive the claim it could reasonably assert under Bankruptcy Code § 502(b) (6) or otherwise, the Consultant will receive a fee in an amount equal to three and three quarters (3.75 %) percent of the savings of any distribution on account of such claim(s) that otherwise would have been payable to the landlord in the Debtor's bankruptcy case.

(d) Extensions of Time to Assume/Reject Leases: If the Company requests that the Consultant negotiate with landlords to obtain extensions of time to assume/reject Leases beyond 210 days from the petition date of the Company's Bankruptcy Case, then Consultant shall be paid for such work at the rate of \$350 per hour. Consultant will keep time records for such services as may be required by the Court administering the Bankruptcy Case.

(e) Valuations: For each Lease for which the Company requests a desk-top leasehold valuation, Consultant shall earn and be paid a fee of \$400. Up to one half of that fee may be offset by the Company against any additional fees owed to Consultant hereunder for the applicable Lease.

(f) Timing of Payments: Subject to Bankruptcy Court approval, Consultant's Base Fee provided for in Subsection 3(a) above shall be payable as set forth therein. Consultant's additional fees provided for in Subsection 3(a) above shall be payable on the earlier to occur of the date that (i) any Court order approving the modified Lease terms shall be final and non-appealable, (ii) the date the Debtor begins to receive the benefits of the renegotiation pursuant to a Lease modification or (iii) the date the Debtor's plan of reorganization or liquidation filed with

the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective. Consultant's fee provided for in Subsection 3(b) above shall be earned and become payable to the Consultant upon the closing of any transaction referenced in Subsection 3(b). Consultant's fee provided for in Subsection 3(c) above shall be payable on the earlier to occur of the date that (x) the Debtor's plan of reorganization or liquidation filed with the Court or other conclusion of the Debtor's Bankruptcy proceeding shall be final and effective or (y) the later of (a) a Court order approving the assumption and assignment of the applicable Lease is final and non-appealable and (b) the date the landlord agrees to reduce the amount required to be paid to the landlord to cure defaults existing at the time of assumption below the cure amount that the Debtor reasonably acknowledges is owing. Consultant's fee provided for in Subsection 3(d) above shall be payable upon the delivery to Company of a landlord-executed extension of time to assume/reject a Lease. Consultant's fee provided for in Subsection 3(e) above shall be payable upon the delivery and approval of each properly completed valuation to the Company.

(g) Consultant will be compensated for additional consulting services that are not otherwise provided for in this Agreement, rendered at Debtor's specific request and agreed to by Consultant, at the rate of \$350 per hour. Consultant will keep time records for such services as may be required by the Court administering the Bankruptcy Case.

4. Costs and Expenses. The Consultant shall not be responsible for any transactional costs and/or legal expenses incurred by the Debtor in connection with the retention of the Consultant and its involvement with the Properties. The Debtor shall reimburse Consultant for its reasonably incurred out-of-pocket expenses and travel expenses, provided that the Debtor has pre-approved such expenses and further provided that such reimbursement shall not exceed, in the aggregate, \$25,000.

5. Survival. Except in the event that the Consultant terminates this Agreement without cause or the Debtor terminates this Agreement for cause, in the event the Debtor, or its successors or assigns, enters into a transaction during the term of this Agreement, the result of which would entitle the Consultant to a fee pursuant to Section 3 of this Agreement, then regardless of who may be the purchaser, assignee, or successful bidder, the Consultant shall be entitled to its fee pursuant to the terms of this Agreement upon the later to occur of (i) consummation of the transaction and (ii) Court approval of the transaction. In the event the Consultant has had, and has documented, negotiations with a third party or landlord prior to the termination of this Agreement and a transaction(s) covered by this Agreement closes within 180 days after the expiration of this Agreement, whether such transaction is closed by the Debtor or its successors or assigns, the Consultant shall be entitled to a fee in accordance with the terms of this Agreement; provided, however, that the Consultant must provide a written list of the third parties with whom it had documented communication and negotiations within ten business days after termination of this Agreement. If, prior to the expiration or termination of this Agreement, the Debtor enters into an agreement with a third party which provides for a Lease renegotiation, disposition, extension or claim reduction and such transaction closes, Consultant shall be entitled to payment in accordance with the terms of this Agreement regardless of the closing date.

6. The Consultant and Company Covenants.

(a) In consideration of this Agreement, the Consultant agrees to utilize reasonable efforts and diligence to achieve the purpose of this Agreement.

(b) The Company shall use commercially reasonable, good faith efforts to make available to the Consultant all information concerning the Properties necessary for the performance of the Consultant's obligations hereunder, including landlord contact information, copies of Leases, Lease abstracts and a list of current rent, taxes and other Lease charges and such other information as Consultant reasonably requests and which may be in Company's possession or control. All information provided by the Company shall, to the actual knowledge of the Company, be materially accurate and complete at the time it is furnished and the Company shall use commercially reasonable and good faith efforts to advise the Consultant promptly after it becomes aware of any inaccuracy or incompleteness in any information previously provided.

(c) Following execution of this Agreement, the Debtor shall promptly apply to the Court for an order, in a form reasonably acceptable to Consultant, authorizing the Debtor to retain the Consultant in accordance with this Agreement.

(d) To the extent necessary, the Debtor shall use its commercially reasonable best efforts to make provision in the final DIP order to be entered in its Bankruptcy Case that, as provided in the Senior Secured, Super Priority Debtor-In-Possession Credit Agreement, Consultant's fees payable pursuant to this agreement shall be included in the carve-out for professional fees included in that final DIP order.

7. Successors and Assigns. This Agreement shall be binding upon the Company or any successor or assignee including but not limited to a Chapter 11 or 7 trustee, examiner or liquidator.

8. Exclusive. The Consultant is the Debtor's sole and exclusive real estate agent for purposes of the services described in Paragraph 1 of this Agreement. All relevant inquiries regarding the Properties made to the Company, its representatives or related parties to the Company shall be directed to the Consultant; provided, however, the foregoing shall not be construed to preclude the Company's attorneys from negotiating matters related to the Leases as the Company deems appropriate and the Consultant shall not be entitled to compensation as a result of negotiations by the Company's attorneys unless (a) such negotiations result in a Binding Agreement with regard to future rent reductions for which the Consultant would have earned a fee under Subsection 3(a) of this Agreement had such negotiations been handled by the Consultant, or (b) such negotiations result in a binding agreement and closing of a disposition as a result of which Consultant would have earned a fee under Subsection 3(b) if such negotiations had been handled by Consultant. The Company acknowledges that the Consultant or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. The Consultant acknowledges that the Properties do not include all of the real property owned or leased by the Company and the Consultant is being engaged to provide services only with regard to the Properties identified herein. Without limiting the foregoing, it is understood that the Company's headquarters buildings and adjacent leased land in Richmond, Virginia are not Properties for purposes of this Agreement.

9. Indemnification. Subject to Bankruptcy Court approval, the Debtor and its estate shall indemnify and hold the Consultant and its affiliates and their respective officers, directors, employees, agents and independent contractors, harmless from and against all claims, demands, penalties, losses, liabilities or damages, including without limitation, reasonable attorney's fees

and expenses, directly or indirectly asserted against, resulting from, or related to the Consultant's services provided hereunder, unless such claims, etc. arise as a result of the Consultant's gross negligence or willful misconduct.

10. General Provisions.

- (a) This Agreement is subject to and contingent upon the entry of an order, in a form reasonably acceptable to Consultant, authorizing the Debtor's entry into this Agreement, which the Debtor agrees to use its commercially reasonable best efforts to obtain. The Debtor will provide the Consultant with a copy of the pleadings requesting retention of the Consultant prior to submission to the Court and advise the Consultant of any objection or hearings pertaining to the Consultant's retention. The Consultant shall provide the Debtor with any and all information and documentation reasonably necessary for its retention by the Debtor.
- (b) The Company and the Consultant shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.
- (c) The Company recognizes and acknowledges that the services to be provided by the Consultant pursuant to this Agreement are, in general, transactional in nature, and, except as may be required pursuant to Sections 3(d), 3(e) and 3(g), the Consultant will not be billing the Company by the hour or maintaining time records. Unless otherwise ordered by the Bankruptcy Court, it is agreed that the Consultant is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Unless otherwise ordered by the Bankruptcy Court, Consultant shall not be required to file any interim or final fee applications with the Court.
- (d) Any correspondence or required notice shall be addressed as follows:

**IF TO THE COMPANY:**

Circuit City Stores, Inc.  
9950 Mayland Drive,  
Richmond, VA 23233  
Attention: Chris Crowe, Director of Real  
Estate

And  
Circuit City Stores, Inc.  
9950 Mayland Drive,  
Richmond, VA 23233  
Attention: General Counsel

**IF TO THE CONSULTANT:**

DJM Asset Management, LLC  
445 Broad Hollow Road, Suite 225  
Melville, NY 11747  
Attn: Andrew Graiser, Co-President  
Tel: 631-752-1100 x229  
Fax: 631-752-1231  
Email: agraiser@djmasset.com

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
One Rodney Square  
Wilmington, DE 19899  
Attention: Gregg M. Galardi, Esq.

- (e) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.
- (f) By executing or otherwise accepting this Agreement, the Company and the Consultant acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.
- (g) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.
- (h) Any and all issues, disputes, claims or causes of action which relate or pertain to, or result or arise from this agreement or the Consultant's services hereunder, shall be subject to the exclusive jurisdiction of the Court.
- (i) Other than the Debtor's affiliated debtors and debtors in possession, this Agreement creates no third-party beneficiaries.
- (j) All of the terms and conditions of each and every proposed sale, termination or other disposition of a Property, modification of a Lease or other agreement proposed by Consultant shall be subject to approval by Company, which approval may be withheld in Company's sole discretion.

11. Disclosures. Consultant discloses that:

(i) An affiliate of Consultant, Gordon Brothers Retail Partners, LLC ("GBRP"), is currently engaged (as part of a joint venture) as the Company's agent to conduct store closing sales at 154 Company store locations. GBRP may consider future transaction opportunities relating to the Company, including engagements similar to the current engagement or as an inventory and/or fixtures disposition consultant for the Company, and

(ii) An affiliate of Consultant, GB Asset Advisors, LLC ("GBAA"), was engaged in September 2008 by the agent to the Company's pre-petition senior loan facility to provide certain inventory appraisal services relating to the Company. Such work is completed and GBAA is not a creditor of the Company. Furthermore, GBAA has been asked by the agent for the Company's debtor-in-possession loan facility to continue performing from time to time inventory appraisal services relating to the Company, and GBAA may also consider other future transactions opportunities relating to the Company.

The Consultant agrees to make such other disclosures as may be required by the Bankruptcy Code, the Bankruptcy and Local Rules and orders of the Bankruptcy Court.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

**Circuit City Stores, Inc.**

B.H.B.

By: Bruce H. Besan Ko

Title: Executive Vice President &  
Chief Financial Officer

Dated: December 10, 2008

Accepted and Agreed to:

**DJM Asset Management, LLC**

Edward P. Zimmer

By: Edward P. Zimmer

Title: SR. MANAGING DIRECTOR

Dated: December 11, 2008

**EXHIBIT A**

**PROPERTIES**

**See Attached 17 Pages**

**Closing Stores**

Store #	(L) OR OWNED	LEASED		
		ADDRESS	CITY	STATE
235	L	2030 DIAMOND BOULEVARD	CONCORD	CA
236	L	7153 AMADOR PLAZA ROAD	DUBLIN	CA
238	L	330 BELLAM BOULEVARD	SAN RAFAEL	CA
413	L	3761 STATE STREET	SANTA BARBARA	CA
422	L	120 EAST COMPTON BOULEVARD	COMPTON	CA
426	L	10255 MAGNOLIA AVENUE	RIVERSIDE	CA
435	L	9801 N. METRO PARKWAY EAST	PHOENIX	AZ
436	L	1530 W SOUTHERN AVE. #210	MESA	AZ
437	L	8929 EAST INDIAN BEND ROAD	SCOTTSDALE	AZ
441	L	10140 WEST McDOWELL ROAD	AVONDALE	AZ
449	L	1138 WEST VALLEY PARKWAY	ESCONDIDO	CA
520	L	4805 OUTER LOOP	LOUISVILLE	KY
534	L	3344 PERSHALL ROAD	FERGUSON	MO
540	L	7553 BELLAIRE BOULEVARD	HOUSTON	TX
712	L	PARKWAY	KENNESAW	GA
803	L	1905 CHAINBRIDGE ROAD	TYSON'S CORNER	VA
803A	L	1905 CHAINBRIDGE ROAD	TYSON'S CORNER	VA
821	L	11011 BALTIMORE AVENUE	BELTSVILLE	MD
825	L	3551 32ND AVENUE	MARLOW HEIGHTS	MD
829	L	3555 ROOSEVELT BOULEVARD	TRUSSVILLE	AL
834	L	1100	ATLANTA	GA
841	L	2434 NICHOLASVILLE ROAD	LEXINGTON	KY
847	O	8823 PULASKI HIGHWAY	BALTIMORE	MD
853	L	6491 WINCHESTER ROAD	MEMPHIS	TN
880	L	2971 AKERS MILL ROAD SE	ATLANTA	GA
884	L	1906 MT. ZION ROAD	MORROW	GA
886	L	3637 PEACHTREE ROAD	ATLANTA	GA
893	L	6155 YOUNGERMAN CIRCLE	JACKSONVILLE	FL
920	L	5221 HICKORY HOLLOW PKWY.	ANTIOCH	TN
1604	L	100 ALBEMARLE SQUARE	CHARLOTTESVILLE	VA
1604A	L	100 ALBEMARLE SQUARE	CHARLOTTESVILLE	VA
1611	L	3310 SOUTH 31ST STREET	TEMPLE	TX
1615	L	4110 ATLANTA HIGHWAY	BOGART	GA
1628	L	3275 R STREET	MERCED	CA
1629	L	1535 SOUTH BRADLEY ROAD	SANTA MARIA	CA
1697	L	232-240 EAST 86TH STREET	NEW YORK	NY
1806	L	1120 MAIN STREET	CUYAHOGA FALLS	OH
1809	L	1650 EAST SHERMAN BOULEVARD	MUSKEGON	MI
1811	L	8173 WEST BROWN DEER ROAD	MILWAUKEE	WI
1813	L	4030 WEST BROAD STREET	COLUMBUS	OH
1814	L	STREET	INDIANAPOLIS	IN
1816	L	130 BOSTON POST ROAD	ORANGE	CT
1818	L	101	BLOOMINGDALE	IL

**Closing Stores**

Store #	LEASED (L) OR OWNED (O)	ADDRESS	CITY	STATE
1880	L	550 NORTH TELEGRAPH ROAD	PONTIAC	MI
1882	L	SOUTH	FEDERAL WAY	WA
3107	L	6290 NORTH POINT PARKWAY	ALPHARETTA	GA
3118	L	5701 TOUHY AVENUE	NILES	IL
3122	L	1747 EAST-WEST ROAD	CALUMET CITY	IL
3123	L	3150 TONTI DRIVE	JOLIET	IL
3124	L	551 NORTH MILWAUKEE AVENUE	VERNON HILLS	IL
3165	L	5455 GLENWAY AVENUE	CINCINNATI	OH
3171	L	4483 US ROUTE 14	CRYSTAL LAKE	IL
3172	L	10690 DAVIDSON PLACE	MANASSAS	VA
3181	L	7900 PLAZA BOULEVARD, #100	MENTOR	OH
3182	L	110 MARKET DRIVE	ELYRIA	OH
3201	L	3670 EISENHOWER PARKWAY	MACON	GA
3208	L	8440 NORTH MADISON AVENUE	KANSAS CITY	MO
3210	L	18701 EAST 39TH STREET	INDEPENDENCE	MO
3220	L	3850 VENTURE DRIVE	DULUTH	GA
3222	L	1165 PERIMETER CENTER WEST	ATLANTA	GA
3228	L	SUITE D	CHARLOTTE	NC
3240	L	744 EAST JOYCE BLVD	FAYETTEVILLE	AR
3243	L	3834 MARKET CENTER DRIVE	TUPELO	MS
3268	L	751 GOOD HOMES ROAD	ORLANDO	FL
3280	L	704 SOUTH QUINTARD AVENUE	ANNISTON	AL
3297	L	SUITE H	SNELLVILLE	GA
3298	L	427 EAST 23RD STREET	PANAMA CITY	FL
3299	L	12020 METCALF AVENUE	OVERLAND PARK	KS
3301	L	1600 S. AZUSA AVENUE	CITY OF INDUSTRY	CA
3303	L	600 WEST HILLCREST DRIVE	THOUSAND OAKS	CA
3312	L	2735 SOUTH TOWNE AVENUE	POMONA	CA
3330	L	BOULEVARD	CHANDLER	AZ
3337	L	1515 SOUTH POWER ROAD	MESA	AZ
3341	L	7000 EAST MAYO BOULEVARD	PHOENIX	AZ
3357	L	1620 24TH AVENUE NW	NORMAN	OK
3362	L	7645 WEST BELL ROAD	PEORIA	AZ
3374	L	4100 KLOSE DRIVE	RICHMOND	CA
3380	L	BOULEVARD	COLORADO SPRINGS	CO
3394	L	24390 VILLAGE WALK PLACE	MURRIETA	CA
3402	L	BOULEVARD	PITTSBURG	CA
3406	L	9365 A THE LANDING DRIVE	DOUGLASVILLE	GA
3411	L	3295 BUFORD DRIVE, SUITE 100	BUFORD	GA
3416	L	1540 DOGWOOD DRIVE SE	CONYERS	GA
3421	L	1098 BULLSBORO DRIVE (HWY. 34)	NEWNAN	GA
3423	L	6560 20TH STREET	VERO BEACH	FL
3426	O	1670 EAST CAMELBACK ROAD	PHOENIX	AZ

**Closing Stores**

Store #	LEASED BY OR OWNED	ADDRESS	CITY	STATE
3501	L	10400 N. CENTRAL EXPRESSWAY	DALLAS	TX
3506	L	4945 LAPALCO BLVD.	MARRERO	LA
3507	L	2421 VETERANS MEMORIAL BLVD.	KENNER	LA
3511	L	8640 AIRLINE HIGHWAY	BATON ROUGE	LA
3551	L	BOULEVARD	GARFIELD HEIGHTS	OH
3552	L	61119 AIRPORT ROAD	SLIDELL	LA
3558	L	2501 WEST HAPPY VALLEY ROAD	PHOENIX	AZ
3575	L	7349 NORTHCLIFF AVENUE	BROOKLYN	OH
3580	L	2817 SOUTH MARKET STREET	GILBERT	AZ
3598	L	100	ACWORTH	GA
3604	L	5600 MERCURY DRIVE	DEARBORN	MI
3637	L	4612 BALDWIN ROAD	AUBURN HILLS	MI
3661	L	1675 B SUNRISE HIGHWAY	BAY SHORE	NY
3671	L	4345 HIGHWAY 9	FREEHOLD	NJ
3678	L	139 ALEXANDER AVENUE	LAKE GROVE	NY
3681	L	5500 SUNRISE HIGHWAY	MASSAPEQUA	NY
3683	L	2731 PALISADES CENTER DRIVE	WEST NYACK	NY
3685	L	7001 SUNRISE HIGHWAY	HOLBROOK	NY
3704	L	3430 JAMES-SANDERS BLVD.	PADUCAH	KY
3712	L	2190 W. 4TH STREET	MANSFIELD	OH
3714	L	AVENUE	LIVINGSTON	NJ
3722	L	1511 BOARDMAN ROAD	JACKSON	MI
3728	L	SOUTH	LAFAYETTE	IN
3749	L	6397 PATS RANCH ROAD	MIRA LOMA	CA
3758	L	1980 WEST FABYAN PARKWAY	BATAVIA	IL
3760	L	15433 WEST McDOWELL ROAD	GOODYEAR	AZ
3763	L	125 DISC DRIVE	SPARKS	NV
3766	L	1731 EAST BAYSHORE ROAD	PALO ALTO	CA
3778	L	1770-1778 GUN HILL ROAD	BRONX	NY
3784	L	1405 SOM CENTER RD	MAYFIELD HEIGHTS	OH
3790	L	111 SOUTH WEBER ROAD	BOLINGBROOK	IL
3794	L	1030 W. NORTH AVENUE	CHICAGO	IL
3795	L	E	KILDEER	IL
3802	L	1290 EAST IRELAND ROAD	SOUTH BEND	IN
3808	L	4127 HIGHWAY 75 NORTH	SHERMAN	TX
3809	L	DRIVE	MANSFIELD	TX
3818	L	1881 HILLIARD ROME ROAD	COLUMBUS	OH
3823	L	1037 CROSSINGS BLVD	SPRING HILL	TN
3829	L	12010 WEST 95TH STREET	LENEXA	KS
3860	L	2636 SOUTH ADAMS ROAD	ROCHESTER HILLS	MI
4109	L	1500 GREENTREE BOULEVARD	CLARKSVILLE	IN
4126	L	9950 JOLIET ROAD	COUNTRYSIDE	IL
4195	L	100 WEST HIGGINGS ROAD	SOUTH BARRINGTON	IL

**Closing Stores**

Store #	LEASED (L) OR OWNED (O)	ADDRESS	CITY	STATE
4200	L	2425 APALACHEE PARKWAY	TALLAHASSEE	FL
4211	L	2169 TELEGRAPH ROAD	BLOOMFIELD	MI
4224	L	8260 NORTH DITZLER AVENUE	KANSAS CITY	MO
4228	L	27610 EUCALYPTUS AVENUE	MORENO VALLEY	CA
4229	L	1007 COCHRAN ROAD	MORGAN HILL	CA
4230	L	16685 SIERRA LAKES PARKWAY	FONTANA	CA
4234	L	370 EAST RAND ROAD	ARLINGTON HEIGHTS	IL
4240	L	10602 MELODY DRIVE EAST	NORTHGLENN	CO
4243	L	26542 TOWNE CENTRE DRIVE	FOOTHILL RANCH	CA
4245	L	9851 S. PARKER ROAD	PARKER	CO
4248	L	2050 WEST UNIVERSITY DRIVE	MCKINNEY	TX
4252	L	320 PEACHTREE PARKWAY	CUMMING	GA
4257	L	10217 EAST SHELBY DRIVE	COLLIERVILLE	TN
4268	L	1720 DOUGLAS ROAD	OSWEGO	IL
4273	L	13585 TAMAMI TRAIL NORTH	NAPLES	FL
4278	L	9625 CROSSHILL BOULEVARD	JACKSONVILLE	FL
4279	L	4749 JIMMY LEE SMITH PARKWAY	HIRAM	GA
4300	L	43706 CHRISTY STREET	FREMONT	CA
4301	L	1715 HACIENDA DRIVE	VISTA	CA
4303	L	1560 GATEWAY BOULEVARD	FAIRFIELD	CA
4310	L	BOULEVARD, SUITE G	CEDAR PARK	TX
4312	L	3270 S. GULF FREEWAY	LEAGUE CITY	TX
4314	L	21002 SOUTH ELLSWORTH LOOP	QUEEN CREEK	AZ
4319	L	2951 WATSON BOULEVARD	WARNER ROBINS	GA
4323	L	1600 FLATBUSH AVENUE	BROOKLYN	NY
4324	L	4178 BUCKEYE PARKWAY	GROVE CITY	OH
4338	L	12640 SOUTH FREEWAY	BURLESON	TX
4501	L	3625 NORTH WEST EXPRESSWAY	OKLAHOMA CITY	OK

**Rent Reduction Stores**

230	5353 ALMADEN EXPRESSWAY	SAN JOSE	CA
232	1880 SOUTH GRANT STREET	SAN MATEO	CA
233	111 EAST EL CAMINO REAL	SUNNYVALE	CA
234	2480 WHIPPLE ROAD	HAYWARD	CA
237	2805 SANTA ROSE AVENUE	SANTA ROSA	CA
239	3401 DALE ROAD	MODESTO	CA
240	5795 CHRISTIE AVENUE	EMERYVILLE	CA
241	4994 CLAREMONT AVENUE	STOCKTON	CA
242	1200 VAN NESS AVENUE	SAN FRANCISCO	CA
250	8211 LAGUNA BOULEVARD	ELK GROVE	CA
251	7980 ARCadia BOULEVARD	CITRUS HEIGHTS	CA
252	2121 ARDEN WAY	SACRAMENTO	CA
253	303 GELLERT BOULEVARD	DALY CITY	CA
270	3778 SOUTH MARYLAND PARKWAY	LAS VEGAS	NV
271	4811 KIETZKE LANE	RENO	NV
272	5055 SAHARA AVENUE	LAS VEGAS	NV
401	4400 WEST SUNSET BOULEVARD	LOS ANGELES	CA
403	1251 FOURTH STREET	SANTA MONICA	CA
404	14600 OCEAN GATE AVENUE	HAWTHORNE	CA
405	8371 LA PALMA AVENUE	BUENA PARK	CA
406	39 NORTH ROSEMEAD BOULEVARD	PASADENA	CA
407	1407 WEST CHAPMAN AVENUE	ORANGE	CA
408	4950 FACULTY ROAD	LAKEWOOD	CA
409	555 EAST HOSPITALITY DRIVE	SAN BERNARDINO	CA
410	19330 PLUMMER STREET	NORTHridge	CA
411	39331 10TH STREET WEST	LANCASTER	CA
414	24001 EL TORO ROAD	LAGUNA HILLS	CA
416	7881 EDINGER AVENUE, SUITE A-150	HUNTINGTON BEACH	CA
417	5150 PLAZA LANE	MONTCLAIR	CA
419	21470 W. VICTORY BLVD.	WOODLAND HILLS	CA
420	2851 EASTLAND CENTER DRIVE	WEST COVINA	CA
421	13630 VICTORY BOULEVARD	VAN NUYS	CA
423	5355 NORTH BLACKSTONE AVENUE	FRESNO	CA
424	4230 CALIFORNIA AVENUE	BAKERSFIELD	CA
425	2415 VIA CAMPO AVENUE	MONTEBELLO	CA
427	11758 FIRESTONE BOULEVARD	NORWALK	CA
428	1839 SOUTH LA CIENEGA BOULEVARD	LOS ANGELES	CA
429	421 WEST ESPLANADE DRIVE	OXNARD	CA
432	1608 SWEETWATER ROAD	NATIONAL CITY	CA
433	8820 GROSSMONT BLVD.	LA MESA	CA
434	3331 ROSECRANS AVENUE	SAN DIEGO	CA
443	3998 CLAIReMONT MESA BOULEVARD	SAN DIEGO	CA
446	25415 CRENSHAW BOULEVARD	TORRANCE	CA
450	12133 MALL BOULEVARD	VICTORVILLE	CA
505	55 LUDWIG DRIVE	FAIRVIEW HEIGHTS	IL

**Rent Reduction Stores**

506	5610 SUEMANDY ROAD	ST. PETERS	MO
508	3888 IRVING MALL	IRVING	TX
509	5301 BELT LINE BOULEVARD, SUITE 11	DALLAS	TX
516	3321 ALAMO AVENUE	CINCINNATI	OH
518	11810 PINES BOULEVARD	PEMBROKE PINES	FL
519	4215 BLACK HORSE PIKE	MAYS LANDING	NJ
522	10136 TWO NOTCH ROAD	COLUMBIA	SC
530	6926 SOUTH LINDBERGH BOULEVARD	ST. LOUIS	MO
532	28 THF BOULEVARD	CHESTERFIELD	MO
533	4785 PARK 370 BOULEVARD	HAZELWOOD	MO
535	691 GRAVOIS BLUFF BOULEVARD	FENTON	MO
538	10025 ALMEDA GENOA ROAD	HOUSTON	TX
541	2680 SOUTH HIGHWAY 6	HOUSTON	TX
542	17727 TOMBALL PARKWAY	HOUSTON	TX
543	3300 N. CENTRAL EXPRESSWAY	PLANO	TX
544	3865 SOUTH COOPER STREET	ARLINGTON	TX
545	4820 SOUTHWEST LOOP, 820B	FT. WORTH	TX
546	3733 EMPORIUM CIRCLE	MESQUITE	TX
569	731 NORTH HIGHWAY 67	CEDAR HILL	TX
570	8108 G ABERCORN STREET	SAVANNAH	GA
571	10277 EAST ADAMO DRIVE	TAMPA	FL
576	1101 WOODLAND AVENUE	WYOMISSING	PA
589	2201 US HIGHWAY 70 SE	HICKORY	NC
593	4107 PORTSMOUTH BOULEVARD, SUITE 118	CHESAPEAKE	VA
597	10515 NORTH MOPAC EXPRESSWAY	AUSTIN	TX
598	5400 BRODIE LANE	SUNSET VALLEY	TX
700	7207 BUSTLETON AVENUE	PHILADELPHIA	PA
704	3000 FESTIVAL WAY	WALDORF	MD
711	400 WEST SWEDSFORD ROAD	BERWYN	PA
725	400 SOUTH STATE ROAD	SPRINGFIELD	PA
734	1450 NIXON DRIVE	MT. LAUREL	NJ
743	2510 WEST MORELAND ROAD	WILLOW GROVE	PA
759	400 MALL ROAD	BARBOURSVILLE	WV
762	39 RHL BOULEVARD	CHARLESTON	WV
766	2500 INTERNATIONAL SPEEDWAY BLVD.	DAYTONA BEACH	FL
784	11160 VIERS MILL ROAD	WHEATON	MD
785	150-A JENNIFER ROAD	ANNAPOLIS	MD
800	239 ROBERT C. DANIEL JR. PARKWAY	AUGUSTA	GA
802	6640 LOISDALE ROAD	SPRINGFIELD	VA
805	1321 HUGUENOT ROAD	MIDLOTHIAN	VA
814	14500 POTOMAC MILLS ROAD	WOODBRIDGE	VA
815	151 NORTH PETERS ROAD	KNOXVILLE	TN
817	110 S. INDEPENDENCE BOULEVARD	VIRGINIA BEACH	VA
820	4217 E. WEST WENDOVER AVENUE	GREENSBORO	NC
823	1508-B W. O. EZELL BOULEVARD	SPARTANBURG	SC

**Rent Reduction Stores**

824	1020 SHOPPERS WAY	LARGO	MD
827	4351 CREEKSIDE AVENUE	HOOVER	AL
828	18061 HIGHWOODS PRESERVE	TAMPA	FL
830	910 HAYNES MALL BOULEVARD	WINSTON-SALEM	NC
831	2651 EAST FRANKLIN BOULEVARD	GASTONIA	NC
832	6121 NORTH DAVIS HIGHWAY	PENSACOLA	FL
835	1900 VALLEY VIEW BOULEVARD NW	ROANOKE	VA
836	78 MOUNTAIN ROAD	GLEN BURNIE	MD
837	7915 SOUTH ORANGE BLOSSOM TRAIL	ORLANDO	FL
838	2728 EAST COLONIAL DRIVE	ORLANDO	FL
839	1140 EAST ALTAMONTE DRIVE	ALTAMONTE SPRINGS	FL
840	4601 CREEDMOOR ROAD	RALEIGH	NC
843	2088 GALLATIN PIKE NORTH	MADISON	TN
845	2109 MATTHEWS TOWNSHIP PARKWAY	MATTHEWS	NC
846	602-A QUINCE ORCHARD ROAD	GAITHERSBURG	MD
848	1700 NORTH FEDERAL HIGHWAY	FT. LAUDERDALE	FL
849	7700 NORTH KENDALL DRIVE, #400	MIAMI	FL
850	3400 WESTGATE DRIVE	DURHAM	NC
851	2204 HAMILTON PLACE BLVD.	CHATTANOOGA	TN
852	5075 MORGANTON ROAD, SUITE 160	FAYETTEVILLE	NC
854	6026 BALTIMORE NATIONAL PIKE	CATONSVILLE	MD
855	5900 UNIVERSITY DRIVE	HUNTSVILLE	AL
856	3725 AIRPORT BOULEVARD	MOBILE	AL
857	1702 NORTH DALE MABRY HIGHWAY	TAMPA	FL
859	20669 BISCAYNE BLVD., NE	MIAMI	FL
861	400 WEST 49TH STREET	HIALEAH	FL
862	1901 OKEECHOBEE BOULEVARD	WEST PALM BEACH	FL
863	6001 WEST SAMPLE ROAD	CORAL SPRINGS	FL
865	840 WOODS CROSSING ROAD	GREENVILLE	SC
866	1501 ROCKVILLE PIKE	ROCKVILLE	MD
867	4212 U.S. ROUTE 98 NORTH	LAKELAND	FL
868	7800 RIVERS AVENUE, SUITE B	CHARLESTON	SC
871	8045 GIACOSA DRIVE	MEMPHIS	TN
876	2066 TYRONE BOULEVARD NORTH	ST. PETERSBURG	FL
877	4600 SHELBYVILLE ROAD	LOUISVILLE	KY
878	8125 MALL ROAD	FLORENCE	KY
888	9563 SOUTH BOULEVARD	CHARLOTTE	NC
890	5718 COLUMBIA PIKE	BAILEYS CROSSROADS	VA
891	24244 HIGHWAY 19 N.	CLEARWATER	FL
892	9317 ATLANTIC BOULEVARD	JACKSONVILLE	FL
896	238 HARBISON BLVD	COLUMBIA	SC
897	4495 14TH STREET WEST	BRADENTON	FL
910	493 EAST KEMPER AVENUE	CINCINNATI	OH
913	6325 TACOMA DRIVE	PORT RICHEY	FL
921	299 SWANNANOA RIVER ROAD	ASHEVILLE	NC

**Rent Reduction Stores**

922	4380 CLEVELAND AVENUE	FT. MYERS	FL
949	1055 GRAPE STREET	WHITEHALL	PA
1600	259 BURGESS ROAD	HARRISONBURG	VA
1601	1731 CARL D. SILVER PARKWAY	FREDERICKSBURG	VA
1602	4910 S. BROADWAY	TYLER	TX
1603	406 WEST LOOP 821	LONGVIEW	TX
1607	1171 WESTERN BLVD.	JACKSONVILLE	NC
1608	5325 MARKET STREET	WILMINGTON	NC
1609	2580 SOUTH PLEASANT VALLEY ROAD	WINCHESTER	VA
1610	4909 WEST WACO DRIVE	WACO	TX
1614	1175 DANA DRIVE	REDDING	CA
1616	3423 CLEMSON BLVD., SUITE B	ANDERSON	SC
1618	905 PLAYA AVENUE	SAND CITY	CA
1624	1505 UNIVERSITY DRIVE EAST	COLLEGE STATION	TX
1627	2402 DAVID MCLEOD BLVD.	FLORENCE	SC
1638	1854 DELL RANGE BOULEVARD	CHEYENNE	WY
1645	345 FAITH ROAD	SALISBURY	NC
1681	1223 NORTH WESTOVER BLVD.	ALBANY	GA
1683	141 SIERRA DRIVE	ALTOONA	PA
1687	1729 MARTIN LUTHER KING BOULEVARD	HOUMA	LA
1693	48 COLONNADE WAY	STATE COLLEGE	PA
1695	20 SQUARE DRIVE	VICTOR	NY
3100	9900 WEST BROAD STREET	GLEN ALLEN	VA
3103	100 LINCOLN PLAZA	LANGHORNE	PA
3104	3350 BRUNSWICK PIKE	LAWRENCEVILLE	NJ
3106	820 SOUTHPARK BOULEVARD	COLONIAL HEIGHTS	VA
3108	555 MAINE MALL ROAD	SOUTH PORTLAND	ME
3111	1420 EAST GOLF ROAD	SCHAUMBURG	IL
3112	2900 HIGHLAND AVENUE	DOWNERS GROVE	IL
3113	7414 SOUTH CICERO AVENUE	CHICAGO	IL
3120	7001 CERMAK PLAZA	BERWYN	IL
3121	460 SOUTH STATE ROUTE 59	NAPERVILLE	IL
3125	340 W. ARMY TRAIL ROAD	BLOOMINGDALE	IL
3126	9231 WEST 159TH STREET	ORLAND HILLS	IL
3127	6124 WEST GRAND AVENUE	GURNEE	IL
3128	2757 EAST U.S. 30	MERRILLVILLE	IN
3129	1812 RANDALL ROAD	ALGONQUIN	IL
3131	2500 NORTH ELSTON AVENUE	CHICAGO	IL
3133	14141 ALDRICH AVENUE SOUTH	BURNSVILLE	MN
3134	1750 HIGHWAY 36 WEST, SUITE B	ROSEVILLE	MN
3135	8250 TAMARACK VILLAGE	WOODBURY	MN
3136	4260 WEST 78TH STREET	BLOOMINGTON	MN
3137	1940 EAST COUNTY ROAD D	MAPLEWOOD	MN
3139	1001 PLYMOUTH ROAD	MINNETONKA	MN
3140	3316 DIVISION STREET	ST. CLOUD	MN

**Rent Reduction Stores**

3141	3440 BERLIN TURNPIKE	NEWINGTON	CT
3142	230 HALE ROAD	MANCHESTER	CT
3143	1389 BOSTON POST ROAD	MILFORD	CT
3144	19-29 UNIVERSAL DRIVE	NORTH HAVEN	CT
3146	510 PARKER STREET	SPRINGFIELD	MA
3147	3124 VESTAL PARKWAY EAST	VESTAL	NY
3149	1 SANGERTOWN SQUARE MALL	NEW HARTFORD	NY
3150	9090 CAROUSEL CENTER DRIVE	SYRACUSE	NY
3151	3757 UNION ROAD	CHEKTOWAGA	NY
3152	3040 SHERIDAN STREET	AMHERST	NY
3153	1020 MCKINLEY MALL	BLASDELL	NY
3154	140 GREECE RIDGE CENTER DRIVE	ROCHESTER	NY
3157	700 CENTER BOULEVARD	NEWARK	DE
3158	4130 CONCORD PIKE	WILMINGTON	DE
3159	33 HOLYOKE STREET	HOLYOKE	MA
3160	161 WASHINGTON AVENUE EXT.	ALBANY	NY
3164	2640 NORTH SALISBURY BOULEVARD	SALISBURY	MD
3166	680 MARKETPLACE DRIVE	BEL AIR	MD
3167	2601 WESTLAKE AVENUE	PEORIA	IL
3168	1500 EAST EMPIRE STREET	BLOOMINGTON	IL
3169	3051 WEST WABASH AVENUE	SPRINGFIELD	IL
3170	2006 NORTH PROSPECT	CHAMPAIGN	IL
3175	665 MAIN STREET	BROOKFIELD	WI
3176	4585 SOUTH 76TH STREET	GREENFIELD	WI
3177	2710-C SOUTH GREEN BAY ROAD	RACINE	WI
3184	450 COMMERCE DRIVE	MADISON	WI
3185	2301 EAST SPRINGS DRIVE	MADISON	WI
3186	5944 GRAPE ROAD	MISHAWAKA	IN
3187	4381 WHIPPLE AVENUE N.W.	CANTON	OH
3189	2700 MIAMISBURG-CENTERVILLE PIKE	DAYTON	OH
3192	8014 U.S. HIGHWAY 31	INDIANAPOLIS	IN
3193	5410 EAST 82ND STREET	INDIANAPOLIS	IN
3194	1343 NORTH NATIONAL ROAD	COLUMBUS	IN
3196	2720 TOWNE DRIVE	BEAVERCREEK	OH
3197	837 SOUTH ROAD	POUGHKEEPSIE	NY
3198	5460 EAST STATE STREET	ROCKFORD	IL
3200	5555 WHITTLESEY BOULEVARD	COLUMBUS	GA
3202	7001 NORTH WEST 4TH BLVD.	GAINESVILLE	FL
3203	4708 SOUTH TAMiami TRAIL	SARASOTA	FL
3204	419-A MARY ESTER CUTOFF	FT. WALTON BEACH	FL
3205	5052 AIRPORT PULLING ROAD	NORTH NAPLES	FL
3206	5624 JOHNSTON STREET	LAFAYETTE	LA
3207	8575 N. W. 13TH TERRACE	MIAMI	FL
3212	4351 RIDGEMONT DRIVE	ABILENE	TX
3215	6920 WEST KELLOGG	WICHITA	KS

Rent Reduction Stores

Store #	ADDRESS	CITY	STATE
3217	3600 SOUTH GLENSTONE AVENUE	SPRINGFIELD	MO
3218	6140 "O" STREET	LINCOLN	NE
3219	1901 BERNADETTE DRIVE, #2	COLUMBIA	MO
3226	545 COOL SPRINGS BOULEVARD	FRANKLIN	TN
3227	1401 PINEY PLAINS ROAD	CARY	NC
3229	4110 LOOP 250, NORTH	MIDLAND	TX
3230	1030 MALL LOOP ROAD	HIGH POINT	NC
3233	4500 SAN FELIPE STREET	HOUSTON	TX
3234	3402 SOUTHWEST 36TH TERRACE	OCALA	FL
3237	515 NORTH CONGRESS AVENUE	BOYNTON BEACH	FL
3238	7091 YOUREE DRIVE	SHREVEPORT	LA
3241	2550 NORTH WEST FEDERAL HIGHWAY	JENSEN BEACH	FL
3242	3060 SOUTH EVANS STREET	GREENVILLE	NC
3244	1271 COBB CORNER DRIVE	ROCKY MOUNT	NC
3246	550 SEABOARD STREET	MYRTLE BEACH	SC
3247	3211 PEOPLES STREET, SPACE A	JOHNSON CITY	TN
3249	12300 WEST SUNRISE BOULEVARD	PLANTATION	FL
3252	1740 IDLE HOUR ROAD	KINGSPORT	TN
3253	1455 LAKE WOODLAND DRIVE	THE WOODLANDS	TX
3254	16742 SOUTHWEST FREEWAY	SUGAR LAND	TX
3255	790 NORTH HIGHWAY 190	COVINGTON	LA
3260	5313 EAST 41ST STREET	TULSA	OK
3262	3121 LAWRENCE ROAD	WICHITA FALLS	TX
3263	120 SUNDANCE PARK	ROUND ROCK	TX
3264	2930 PRESTON ROAD, SPACE F	FRISCO	TX
3269	6918 GUNN HIGHWAY	TAMPA	FL
3270	15210 CROSSROADS PARKWAY	GULFPORT	MS
3274	2990 EAST PRIEN LAKE ROAD	LAKE CHARLES	LA
3276	2819 WILMA RUDOLF ROAD	CLARKSVILLE	TN
3281	2700 MARTHA BERRY HIGHWAY NE	ROME	GA
3283	2821 MONTGOMERY HIGHWAY	DOOTHAN	AL
3284	1000 TURTLE CREEK ROAD	HATTIESBURG	MS
3285	3000 EAST HIGHLAND DRIVE, SUITE 400	JONESBORO	AR
3289	450 E. MERRITT ISLAND CAUSEWAY	MERRITT ISLAND	FL
3302	72369 HIGHWAY 111	PALM DESERT	CA
3304	4380 NORTH ORACLE ROAD	TUCSON	AZ
3305	5530 E. BROADWAY BLVD.	TUCSON	AZ
3306	3930 SOUTH MOONEY BOULEVARD	VISALIA	CA
3307	4400 CUTLER AVE. NE	ALBUQUERQUE	NM
3309	1101 NEWPORT CENTER DRIVE	NEWPORT BEACH	CA
3310	25610 N. THE OLD ROAD	STEVENSON RANCH	CA
3311	12260 FOOTHILL BOULEVARD	RANCHO CUCAMONGO	CA
3313	13752 JAMBOREE ROAD	IRVINE	CA
3315	1638 NE 102ND AVENUE	PORTLAND	OR
3316	1772 JANTZEN BEACH CENTER	PORTLAND	OR

Rent Reduction Stores

3317	530 SW EVERETT MALL WAY	EVERETT	WA
3318	2800 196TH STREET, SW	LYNWOOD	WA
3319	15600 N.E. 8TH STREET	BELLEVUE	WA
3321	4124 TACOMA MALL BOULEVARD	TACOMA	WA
3322	2041 WHITMAN AVENUE	CHICO	CA
3323	9180 S.W. HALL BLVD.	TIGARD	OR
3324	10722 SE 82ND AVENUE	PORTLAND	OR
3326	3944 MERIDIAN STREET	BELLINGHAM	WA
3327	11710 CARMEL MOUNTAIN ROAD, SUITE 248	SAN DIEGO	CA
3329	333 NORTH EL CAMINO ROAD	ENCINITAS	CA
3331	7701 N. DIVISION STREET	SPOKANE	WA
3332	2730 GATEWAY LOOP	SPRINGFIELD	OR
3333	519 MEDFORD ROAD	MEDFORD	OR
3334	542 NORTH MILWAUKEE STREET	BOISE	ID
3336	223 ANDOVER PARK EAST	TUKWILA	WA
3338	2815 CAPITOL MALL DRIVE, SW	OLYMPIA	WA
3339	9250 SHERIDAN BOULEVARD	WESTMINSTER	CO
3340	345 N. ACADEMY BLVD.	COLORADO SPRINGS	CO
3342	9991 MICELBERRY ROAD, NW	SILVERDALE	WA
3343	1505 SOUTH COLORADO BLVD.	DENVER	CO
3344	1450 S. ABILINE STREET	AURORA	CO
3345	8575 SOUTH QUEBEC STREET	LITTLETON	CO
3346	5155 SOUTH WADSWORTH BLVD.	LITTLETON	CO
3347	10750 W. COLFAX AVE.	LAKEWOOD	CO
3348	2600 PEARL STREET	BOULDER	CO
3349	1093 WEST RIVERDALE ROAD	RIVERDALE	UT
3350	724 EAST 2100 SOUTH	SALT LAKE CITY	UT
3351	1340 EAST PARK CENTRE DRIVE	SALT LAKE CITY	UT
3352	360 WEST ST. & 1300 S. ST.	OREM	UT
3353	7156 SOUTH PLAZA CENTER DRIVE	WEST JORDAN	UT
3354	98-145 KAONOHİ STREET	AIEA	HI
3360	5660 SEPULVEDA BLVD.	CULVER CITY	CA
3361	118 S. MARYLAND AVENUE	GLENDALE	CA
3364	123 ORANGEFAIR MALL	FULLERTON	CA
3365	561 NORTH STEPHANIE STREET	HENDERSON	NV
3366	PLAZA DEL CARIBE MALL #2 ST. KM 227.9	PONCE	PR
3369	100 AVENUE SAN PATRICIO	GUAYNABO	PR
3372	80 CARRIZALES	HATILLO	PR
3373	2180 BELLFLOWER BLVD.	LONG BEACH	CA
3375	10251 FAIRWAY DRIVE	ROSEVILLE	CA
3376	4414 SOUTH COLLEGE AVENUE	FT. COLLINS	CO
3377	1951 S. 25TH EAST STREET	AMMON	ID
3378	10420 COORS BOULEVARD	ALBUQUERQUE	NM
3379	2541 HIGHWAY 6 & 50	GRAND JUNCTION	CO
3381	4320 FREEWAY NORTH	PUEBLO	CO

**Rent Reduction Stores**

3382	15104 EAST INDIANA AVENUE	SPOKANE	WA
3390	16511 NORTH WASHINGTON	THORNTON	CO
3401	40480 WINCHESTER ROAD	TEMECULA	CA
3403	18700 VETERANS BOULEVARD, UNIT 13	PORT CHARLOTTE	FL
3405	1400 GLADES ROAD, BAY 140 BE	BOCA RATON	FL
3409	9041 SOUTHSIDE BOULEVARD	JACKSONVILLE	FL
3418	1101 W.P. BALL BOULEVARD	SANFORD	FL
3425	7781 WEST TROPICAL PARKWAY	LAS VEGAS	NV
3428	1531 FROOM RANCH WAY	SAN LUIS OBISPO	CA
3502	6001 NW LOOP 410, SUITE 108	SAN ANTONIO	TX
3504	5425 SOUTH PADRE ISLAND DRIVE, #135	CORPUS CHRISTI	TX
3505	1451 WEST PIPELINE ROAD	HURST	TX
3508	1409 WEST I -240 SERVICE ROAD	OKLAHOMA CITY	OK
3510	9027 EAST 71ST STREET SOUTH	TULSA	OK
3512	507 WEST EXPRESSWAY 83	MCALENN	TX
3513	3000 PABLO KISEL BOULEVARD, #100	BROWNSVILLE	TX
3514	2510 SONCY ROAD	AMARILLO	TX
3515	7669 HIGHWAY 70 SOUTH	NASHVILLE	TN
3516	250 NORTH KIMBALL AVENUE	SOUTHLAKE	TX
3518	3340 CYPRESS PLANTATION TRAIL	RALEIGH	NC
3520	13350 EAST FREEWAY	HOUSTON	TX
3521	1045 E. COUNTY LINE ROAD	JACKSON	MS
3522	325 CONEFLOWER DRIVE	GARLAND	TX
3525	10570 FOREST HILL BOULEVARD EAST	WELLINGTON	FL
3527	3137 SILVERLAKE DRIVE	PEARLAND	TX
3529	128 WOODCUTTER STREET	EXTON	PA
3549	11732 WEST BROAD STREET	GLEN ALLEN	VA
3550	1140 WOODRUFF ROAD	GREENVILLE	SC
3554	7705 MARKET PLACE DRIVE	AURORA	OH
3556	9733 EAST ROOSEVELT BOULEVARD	PHILADELPHIA	PA
3560	13199 CORTEZ BOULEVARD	BROOKSVILLE	FL
3561	4155 MILLENIA BOULEVARD	ORLANDO	FL
3562	8210 CONCORD MILLS BOULEVARD	CONCORD	NC
3564	13730 N. PENNSYLVANIA AVENUE	OKLAHOMA CITY	OK
3569	3401 NORTH MIAMI AVENUE, UNIT H	MIAMI	FL
3570	2900 BELCREST CENTER DRIVE	HYATTSVILLE	MD
3572	8655-8671 LYRA DRIVE	COLUMBUS	OH
3576	6592 LAKE WORTH BOULEVARD	LAKE WORTH	TX
3577	959 EAST INTERSTATE 30	ROCKWALL	TX
3579	100 MEYERLAND PLAZA MALL	HOUSTON	TX
3581	7950 EAST 49TH AVENUE	DENVER	CO
3582	78825 HIGHWAY 111	LA QUINTA	CA
3584	1286 INTERSTATE HIGHWAY 35 NORTH	NEW BRAUNFELS	TX
3586	30491 AVENIDA DE LAS FLORES	RANCHO SANTA MARGARITA	CA
3587	4413 BIRKLAND PLACE	EASTON	PA

Rent Reduction Stores

3588	9600 SOUTH INTERSTATE HIGHWAY 35	AUSTIN	TX
3589	6680 SOUTHCREST PARKWAY	SOUTHAVEN	MS
3590	495 CHAMBERLAIN HIGHWAY	MERIDEN	CT
3591	1015 MAIN STREET	WARRINGTON	PA
3592	228 COLONY PLACE	PLYMOUTH	MA
3595	400 NORTH ALAFAYA TRAIL	ORLANDO	FL
3597	1591 BEAVER CREEK COMMONS DRIVE	APEX	NC
3599	8B ALLSTATE ROAD	DORCHESTER	MA
3601	1360 SOUTH WASHINGTON STREET	NORTH ATTLEBORO	MA
3602	70 WORCESTER PROVIDENCE PK	MILLBURY	MA
3603	3547 WASHTENAW AVENUE	ANN ARBOR	MI
3606	14105 HALL ROAD	SHELBY TOWNSHIP	MI
3607	20550 13 MILE ROAD	ROSEVILLE	MI
3608	43525 WEST OAKS DRIVE	NOVI	MI
3611	23351 EUREKA ROAD	TAYLOR	MI
3613	36300 WARREN ROAD	WESTLAND	MI
3614	2582 SAWMILL PLACE BLVD.	COLUMBUS	OH
3615	4056 MORSE ROAD	COLUMBUS	OH
3616	2885 GENDER ROAD	COLUMBUS	OH
3617	9931 MOUNTAIN VIEW DRIVE	WEST MIFFLIN	PA
3618	3475 WILLIAM PENN HIGHWAY	PITTSBURGH	PA
3619	7219 MCKNIGHT ROAD	PITTSBURGH	PA
3621	225 NORTH BURKHARDT ROAD	EVANSVILLE	IN
3622	12130 ROYAL POINT DRIVE	CINCINNATI	OH
3624	20 COON RAPIDS BOULEVARD	COON RAPIDS	MN
3625	707 US HIGHWAY 41	SCHERRERVILLE	IN
3626	2380 NILES-CORTLAND ROAD S/E	WARREN	OH
3627	7667 ARUNDEL MILLS BOULEVARD	HANOVER	MD
3628	5606 BUCKEYSTOWN PIKE	FREDERICK	MD
3629	7230 MARKET STREET	BOARDMAN	OH
3630	2970 TITTABAWASSEE ROAD	SAGINAW	MI
3631	4071 MILLER ROAD	FLINT	MI
3632	3410 ALPINE AVENUE	WALKER	MI
3633	4600 28TH STREET SE	KENTWOOD	MI
3634	6026 WESTNEDGE AVENUE	PORTAGE	MI
3635	5501 WEST SAGINAW HWY.	LANSING	MI
3638	17766 GARLAND GROH BOULEVARD	HAGERSTOWN	MD
3639	12140 JEFFERSON AVENUE	NEWPORT NEWS	VA
3640	1589 CROSSWAYS BOULEVARD	CHESAPEAKE	VA
3641	41 ASHBROOK ROAD	KEENE	NH
3645	5300 SAN DARIO, SUITE 2205	LAREDO	TX
3648	90 STEPHEN KING DRIVE, SUITE 3	AUGUSTA	ME
3654	4635 WEST COLLEGE AVENUE	GRAND CHUTE	WI
3659	536 FORT EVANS ROAD NE	LEESBURG	VA
3662	5065 MAIN STREET	TRUMBULL	CT

**Rent Reduction Stores**

3663	369 GATEWAY DRIVE	BROOKLYN	NY
3664	625 ATLANTIC AVENUE	BROOKLYN	NY
3666	605 GRAND CENTRAL AVE. (RT. 14)	VIENNA	WV
3668	110 FEDERAL ROAD	DANBURY	CT
3669	327 ROUTE 18	EAST BRUNSWICK	NJ
3670	90 STATE HIGHWAY, ROUTE 36	EATONTOWN	NJ
3672	1504 OLD COUNTRY ROAD	WESTBURY	NY
3674	217 BETHPAGE ROAD	HICKSVILLE	NY
3675	4759 29TH STREET, SUITE B	GREELEY	CO
3677	630 U.S. HIGHWAY 441	LADY LAKE	FL
3679	52 EAST 14TH STREET, #64	NEW YORK	NY
3680	2232 BROADWAY STREET	NEW YORK	NY
3682	109 DUNNING ROAD	MIDDLETON	NY
3684	240 ROUTE 17 NORTH	PARAMUS	NJ
3686	9605 QUEENS BOULEVARD	REGO PARK	NY
3687	461 ROUTE 10, SUITE 28	LEDGEWOOD	NJ
3688	3129 KENNEDY BOULEVARD	NORTH BERGEN	NJ
3689	711 STATE ROUTE 28 WEST	BRIDGEWATER	NJ
3690	444 CONNECTICUT AVENUE	NORWALK	CT
3691	2505-2535 RICHMOND AVENUE	STATEN ISLAND	NY
3692	550 ROUTE 70	BRICK	NJ
3693	2700A ROUTE 22 EAST	UNION	NJ
3694	650 WEST SUNRISE HIGHWAY	VALLEY STREAM	NY
3695	519 ROUTE 46	WAYNE	NJ
3696	5 CITY PLACE	WHITE PLAINS	NY
3697	136-03 20TH AVENUE	COLLEGE POINT	NY
3698	479 GREEN STREET	WOODBRIDGE	NJ
3699	750 CENTRAL PARK AVENUE	YONKERS	NY
3700	2990 EAST MAIN STREET	CORTLANDT MANOR	NY
3701	291 E. COLISEUM BOULEVARD	FT. WAYNE	IN
3702	4233 SOUTH US 41	TERRE HAUTE	IN
3705	6645 AIRPORT HIGHWAY	HOLLAND	OH
3706	5125 JONESTOWN ROAD	LOWER PAXTON	PA
3707	1700 FRUITVILLE PIKE	LANCASTER	PA
3708	2980 WHITEFORD ROAD	YORK	PA
3710	11A CHUVET DRIVE	NORTH FAYETTE	PA
3711	5725 HARVEY STREET	MUSKEGON	MI
3713	12635 FELCH STREET, SUITE 20	HOLLAND	MI
3720	5800 CARLISLE PIKE	MECHANICSBURG	PA
3721	46301 POTOMAC RUN PLAZA, #120	STERLING	VA
3724	607 BROADWAY; ROUTE 1 SOUTH	SAUGUS	MA
3725	1350 DUPONT HIGHWAY	DOVER	DE
3731	502-12 86TH STREET	BROOKLYN	NY
3732	15 MARSHALL AVENUE	WILLISTON	VT
3733	4130 MALL DRIVE	STEUBENVILLE	OH

Rent Reduction Stores

3734	4948 MONROE STREET	TOLEDO	OH
3735	8520-C LEESBURG PIKE	VIENNA	VA
3736	3500 SOUTH MERIDIAN, #760	PUYALLUP	WA
3738	2148 NORTH 2ND STREET	MILLVILLE	NJ
3740	668 STILLWATER AVENUE	BANGOR	ME
3742	521 EMILY DRIVE	CLARKSBURG	WV
3743	11481 FOUNTAIN DRIVE	MAPLE GROVE	MN
3744	7451 PEACH STREET	ERIE	PA
3746	430 TOWN CENTRE DRIVE	JOHNSTOWN	PA
3748	1232 SOUTH CASTLE DOME AVENUE	YUMA	AZ
3750	50500 VALLEY FRONTAGE ROAD	ST. CLAIRSVILLE	OH
3752	9860 BROOK ROAD	GLEN ALLEN	VA
3754	1430 TAPTEAL DRIVE	RICHLAND	WA
3764	1202 NEW BRUNSWICK AVENUE	PHILLIPSBURG	NJ
3767	1585 SOUTH BRENTWOOD BOULEVARD	BRENTWOOD	MO
3768	100 COMMERCIAL ROAD	LEOMINSTER	MA
3769	270 LOUDON ROAD	CONCORD	NH
3770	70 TAUNTON DEPOT DRIVE	TAUNTON	MA
3771	205 SERPA DRIVE	FOLSOM	CA
3774	265 EAST ASH AVENUE	DECATUR	IL
3776	8175 MOVIE DRIVE	BRIGHTON	MI
3779	136 ELM STREET	ENFIELD	CT
3780	2231 SIR BARTON WAY STREET, UNIT 110	LEXINGTON	KY
3783	102 ALAN WOOD ROAD	CONSHOHOCKEN	PA
3792	2226 NORTH RICHMOND ROAD	MCHENRY	IL
3797	4535 CANAL SW	GRANDVILLE	MI
3810	2020 SOUTH EXPRESSWAY 83	HARLINGEN	TX
3815	5000 KATY MILLS CIRCLE	HOUSTON	TX
3830	4990 ATLAMA AVENUE	BRUNSWICK	GA
3831	MARKETPLACE DRIVE & AMELIA DRIVE	HENRIETTA	NY
3832	103 WAGNER ROAD	MONACA	PA
3844	4110 WEST OX ROAD, SUITE 12124	FAIRFAX	VA
3845	2000 CLEMENTS BRIDGE ROAD	WOODBURY	NJ
3846	7951 EASTCHASE PARKWAY	MONTGOMERY	AL
3847	1800 MCFARLAND BOULEVARD SOUTH, STE 520C	TUSCALOOSA	AL
3848	1910 NORTH DAVIS ROAD	SALINAS	CA
3849	7010 FOREST PRESERVE DRIVE	NORRIDGE	IL
3850	639 EAST BOUGHTON ROAD	BOLINGBROOK	IL
3851	32399 JOHN R ROAD	MADISON HEIGHTS	MI
3852	6035 ULALI DRIVE	KEIZER	OR
3853	4627 GREENWAY DRIVE	KNOXVILLE	TN
3854	6115 EASTEX FREEWAY	BEAUMONT	TX
3855	811 SUNLAND PARK	EL PASO	TX
3856	1001A WEST BAY AREA BOULEVARD	WEBSTER	TX
3857	20131 HIGHWAY 59 N, SUITE 8, SPACE 2290	HUMBLE	TX

Rent Reduction Stores

3858	14623 IH 35 NORTH	LIVE OAK	TX
3859	2492 SOUTH ONEIDA	ASHWAUBENON	WI
3862	395 WESTGATE DRIVE	BROCKTON	MA
3864	1965 BROADWAY	NEW YORK	NY
3865	1614 CLARK STREET ROAD	AUBURN	NY
3878	835 EAST BIRCH STREET	BREA	CA
3882	201 EAST CENTRAL TEXAS PKWY, STE 21	HARKER HEIGHTS	TX
3883	350 S. LYCOMING MALL ROAD	MUNCY	PA
4101	772 BETHLEHEM PIKE	MONTGOMERYVILLE	PA
4105	620 COMMERCE BOULEVARD	DICKSON CITY	PA
4106	3420 WILKES-BARRE TOWNSHIP COMMONS	WILKES-BARRE	PA
4110	4-6 NEWBURY STREET, ROUTE 1	DANVERS	MA
4111	65 MYSTIC AVENUE	SOMERVILLE	MA
4112	84 MIDDLESEX TURNPIKE	BURLINGTON	MA
4113	179 WEST HIGHLAND AVE - RT.6	SEEKONK	MA
4114	140 HILLSIDE ROAD	CRANSTON	RI
4115	224 DANIEL WEBSTER HWY	NASHUA	NH
4116	1700 WOODBURY AVENUE	PORTSMOUTH	NH
4119	250 GRANITE STREET	BRAINTREE	MA
4120	428 SOUTH BROADWAY	SALEM	NH
4121	1398 WORCESTER STREET	NATICK	MA
4122	1775 WASHINGTON STREET	HANOVER	MA
4123	456 STATE ROAD, ROUTE 6	NORTH DARTMOUTH	MA
4124	1100 S. WILLOW STREET	MANCHESTER	NH
4130	2551 WEST OSCEOLA PARKWAY	KISSIMMEE	FL
4131	2210 DANIELS STREET	MANTECA	CA
4132	2821 COUNTRYSIDE DRIVE	TURLOCK	CA
4134	801 GOUCHER BOULEVARD	TOWSON	MD
4135	3780 VETERANS MEMORIAL BOULEVARD	METAIRIE	LA
4136	1843 PINE ISLAND ROAD, NE	CAPE CORAL	FL
4139	901 SPRING STREET	SIGNAL HILL	CA
4143	465 BERLIN CROSS KEYS ROAD	SICKLERVILLE	NJ
4144	901 NORLAND AVENUE	CHAMBERSBURG	PA
4147	111 HAMILTON CROSSING DRIVE	ALCOA	TN
4150	3931 FAIRWAY PLAZA DRIVE	PASADENA	TX
4176	745 WEST HUNTINGTON DRIVE	MONROVIA	CA
4179	130 NUT TREE PARKWAY	VACAVILLE	CA
4201	1700 WEST NEW HAVEN ROAD	MELBOURNE	FL
4202	1120 NORTH MILITARY HIGHWAY	NORFOLK	VA
4212	521 5TH AVENUE	NEW YORK	NY
4232	COLONIAL SQUARE TOWN CENTER	FORT MYERS	FL
4233	1754 US 27 NORTH	SEBRING	FL
4242	12325 SEAL BEACH BOULEVARD	SEAL BEACH	CA
4246	9330 MALL OF LOUISIANA BLVD, SUITE 100	BATON ROUGE	LA
4247	2315 COLORADO BOULEVARD	DENTON	TX

Rent Reduction Stores

4249	8725 MEMORIAL BOULEVARD	PORT ARTHUR	TX
4256	1501 JOHNNIE DOBBS BOULEVARD	MT. PLEASANT	SC
4261	1530 COUNTRY ROUTE 64	HORSEHEADS	NY
4271	1 PATRIOT PLACE, SOUTH PLAZA	FOXBORO	MA
4272	123 ROUTE 101A	AMHERST	NH
4275	8551 COOPER CREEK BLVD	SARASOTA	FL
4276	1763 NW ST. LUCKE WEST BLVD	PORT ST. LUCIE	FL
4302	2217 QUIMBY ROAD	SAN JOSE	CA
4305	401 N. 1ST STREET	BURBANK	CA
4307	2730 LEGENDS PARKWAY	PRATTVILLE	AL
4308	901 MANHATTAN BOULEVARD	HARVEY	LA
4309	2201 MEMORIAL DRIVE	ALEXANDRIA	LA
4313	1020 WEST IMPERIAL HIGHWAY	LA HABRA	CA
4317	5904 BARNES ROAD	COLORADO SPRINGS	CO
4320	4520 FRONTAGE ROAD NW	CLEVELAND	TN
4321	4531 SOUTH LABURNUM AVE	RICHMOND	VA
4336	1030 TORRINGFORD STREET	TORRINGTON	CT
4502	715 HEBRON PARKWAY	LEWISVILLE	TX
4503	321 NW, LOOP 410	SAN ANTONIO	TX
4505	110 MARKHAM PARK DRIVE	LITTLE ROCK	AR
4506	4339 WARDEN ROAD	N. LITTLE ROCK	AR
4507	1664 COMMERCIAL WAY	SANTA CRUZ	CA
4508	1313-D GEORGE DITTER DRIVE	EL PASO	TX
4510	6701 SLIDE STREET	LUBBOCK	TX

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